

**CLOUD COMPUTING CONCEPTS, LLC**

New York PSC Tariff No. 1

Effective: October 7, 2014

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**TITLE PAGE**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

REGULATIONS AND CHARGES APPLYING TO INTRASTATE RESALE OF LONG DISTANCE INTEREXCHANGE TELECOMMUNICATIONS SERVICES FURNISHED BY **Cloud Computing Concepts, LLC** WITHIN THE STATE OF NEW YORK. THIS TARIFF IS ON FILE WITH THE NEW YORK PUBLIC SERVICE COMMISSION, AND COPIES MAY BE INSPECTED, DURING NORMAL BUSINESS HOURS, AT CARRIER'S PRINCIPAL PLACE OF BUSINESS, 110 E. Atlantic Ave., Suite 420, Delray Beach, Florida 33444.

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**ISSUED BY:** Bill Mulcahy, COO, 110 E. Atlantic Ave., Suite 420, Delray Beach, FL 33444

**Cloud Computing Concepts, LLC**  
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### Contacting the Public Service Commission

In the case of a dispute 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.

1. 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,  
518-472-8501 for fax

2. Online:

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

3. By Mail:

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

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**CONCURRING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

The following symbols are used herein only for the purposes indicated below:

- (C) To signify changed regulation.
- (T) To signify a change in text, but no change in rate or regulation.
- (N) To signify new rate or regulation.
- (D) To signify discontinued rate or regulation.

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**A. APPLICATION OF TARIFF**

1. This tariff contains the regulations and charges applying to intrastate resale of communications common carrier service provided by Cloud Computing Concepts, LLC (also referred to as "Carrier") within the State of New York.
2. Tariff Format:
  - a. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between Pages 34 and 35 would be Page 34.1.
  - b. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the NY P.S.C. For example, 4th Revised Page 14 cancels 3rd Revised Page 14.
  - c. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
    - 2.
    - 2.1.
    - 2.1.1.
    - 2.1.1.A.
    - 2.1.1.A.1.
    - 2.1.1.A.1.(a)
  - d. Check Sheets - When a tariff filing is made with the NY P.S.C., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets).

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****SECTION 1 - DEFINITIONS AND TECHNICAL TERMS****1.1 Definitions:**

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Cloud Computing Concepts, LLC, unless specifically stated otherwise.

Company - Cloud Computing Concepts, LLC, also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - The hours of 8:00 a.m. through 4:59 p.m., Monday through Friday.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE**1.1 Definitions: (continued)

Disconnection - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - The hours of 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interstate Call - Any call which originates in New York and terminates outside of New York.

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Intrastate Call - Any call which originates and terminates in New York.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE**1.1 Definitions: (continued)

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Network Terminal - Any location where carrier provides services described herein.

Night/Weekend Rate Period - The hours of 11:00 p.m. through 7:59 a.m., every day; from 8:00 a.m. through 10:59 p.m. Saturday; and from 8:00 a.m. through 5:00 p.m. Sunday.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Amounts billed to customers for regulated services.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****SECTION 2 - REGULATIONS****2.1 Undertaking of Carrier**

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications services to multiple users.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Carrier's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations on Service**

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to all equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.3 Use of Service**

Service may not be used for any unlawful purposes or for any purpose not allowed by this tariff or the Commission.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

**2.4 Carrier Liability**

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, arising out of or relating to this tariff or the obligations of Carrier pursuant to this tariff, and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.4 Carrier Liability**

2.4.1 Carrier will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

2.4.2 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.4 Carrier Liability**

2.4.3 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person(s) and for any loss, damage, defacement, or destruction of the premises of the customer or any other 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, condition, location, or use that is not the direct result of the carrier's negligence.

**2.5 Interruption of Service**

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

**2.6 Restoration of Service**

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

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.7 Customer Responsibility**

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide the name(s) and address(es) of the person(s) responsible for the payment of service charges and the customer contact person.

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2.7 Customer Responsibility

- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. The negligence or willful act of the customer or user.
  2. Improper use of service.
  3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

Applicants or Customers whose financial condition is unknown or unacceptable to Carrier may be required, at any time, to make a deposit in an amount not to exceed two (2) months' actual or estimated charges for the services to be provided. In the case of a cash deposit, interest at the rate prescribed by the Public Service Commission will be paid for the period during which the deposit is retained by Carrier. The deposit and earned interest will be refunded or credited to the Customer after one year of prompt payment by the customer or upon termination of service, whichever occurs first.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.7 Customer Responsibility****2.7.4 Credit Allowance**

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures in service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Carrier performing routine maintenance;
  - 2. Interruptions of service for implementation of a customer order for a change in the service;
  - 3. Interruption caused by the negligence of the customer or his authorized user;
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.7 Customer Responsibility****2.7.5 Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

**2.7.6 Payment for Services**

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon eight (8) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.7.6 Payment for Services (continued)**

- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all checks returned to Carrier.

**2.7.7 Application of Charges**

The charge for service are those in effect for the period that service is furnished.

**2.7.8 Return 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 shall be responsible for the payment of Return Check Charge in the amount of \$10.00.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.8 Carrier Responsibility****2.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.
- D. Customers have up to 30 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. After this time, the invoice shall be considered correct and binding on the Customer.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.8 Carrier Responsibility****2.8.2 Cancellation of Credit**

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

**2.8.3 Disconnection of Service by Carrier**

Carrier, upon 8 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than twenty days beyond the due date of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. In circumstances where unlimited access to the network may result in substantial loss of revenue to Carrier.
- F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.8 Carrier Responsibility****2.8.4 Fractional Charges**

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued. That figure is divided by thirty days and the resulting figure is multiplied by the monthly charge to arrive at the fractional charge to the customer.

**2.8.5 Overpayment Interest**

The Company will provide interest on customer overpayment which is defined as payment by the customer in excess of the actual charges as a result of erroneous billing by the Carrier. The customer will be credited for the overpayment plus interest at a rate of the greater of the unadjusted customer deposit rate or the applicable late payment rate. Interest shall be paid beginning with the date the overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly until the date when the overpayment was refunded. Interest will only be paid on any overpayment not refunded within 30 days of the date of overpayment.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.9 Automatic Number Identification Terms and Conditions**

Automatic Number Identification ("ANI") associated with an intrastate service will be provided to ANI recipients only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****2.9 Automatic Number Identification Terms and Conditions (cont.)**

- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to Sections 24, 25 and 26 of the Public Service Law.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party "hangs up." However, if the called station "hangs up" but the calling station does not, chargeable time will end when the connection is released by automatic timing equipment within the telecommunications network.

There are no charges incurred if a call is not completed.

**3.2 Start of Billing**

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof that service is provided to the customer.

**3.3 Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of Carrier's service.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may terminate the customer's service.

**3.5 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

**FORMULA:**

The Square Root of: 
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 97% of calls attempted during peak use periods.

**3.7 Special Services**

For purposes of this tariff, a Special Service is deemed to be service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff. Special Services charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Services request.

**3.7.1 New York Relay Service****3.7.1.1 General**

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customer to use.

**3.7.1.2 Regulations**

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****3.7.1 New York Relay Service - continued****3.7.1.2 Regulations - continued**

- D. The following calls may not be placed through the Relay Service:
1. Calls to informational records and group bridging service;
  2. Calls to time or weather recorded message;
  3. Station sent paid calls from coin telephones; and
  4. Operator-handled conference service and other teleconference calls.

**3.7.1.3 Liability**

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****3.8 Services Offerings**

The Company provides the following services:

**3.8.1 Message Toll Service (MTS)**

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

**3.8.2 Inbound Service (800/888)**

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****3.8.3 Travel Card Service**

Allows subscribers to place calls by gaining access to the network via a toll free number and personal identification number (PIN) issued by the Company.

**3.8.4 Directory Assistance**

Provides listed telephone numbers to requesting customers at a per call charge.

**3.8.5 Blocking Service****3.8.5.1 General**

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. 900, 700, 333 (Rochester LATA, only), 396, 540, 550, 551 (Syracuse LATA, only), 770 (NY Metro LATA, only), 910, 920, 970, 971, 974 & 976 Blocking - allows the subscriber to block all calls beginning with the above prefixes from being placed.
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.  
  
Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides

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3.8.5 Blocking Service - continued

## 3.8.5.1 General-continued

business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

## 3.8.5.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

## 3.8.5.3 Rates and Charges

## a. Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	Nonrecurring Charge	
	Minimum	Maximum
900 and 700 Blocking		
- Residential	0.00	\$0.00
- Business (up to 200 lines)	\$0.01	\$10.00
900, 971, 974, and 700 Blocking		
- Residential	\$0.00	\$0.00
- Business (up to 200 lines)	\$0.01	\$10.00

**ISSUED BY:** Bill Mulcahy, COO, 110 E. Atlantic Ave., Suite 420, Delray Beach, FL 33444

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3.8.5 Blocking Service - continued

3.8.5.4 Rates and Charges-continued

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

Third Number Billed and Collect Call Restriction	Monthly Charges	
	<u>Minimum</u>	<u>Maximum</u>
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
Toll Restriction		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
Toll Restriction Plus		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
Direct Inward Dialing Blocking (Third Party and Collect Call)		
- Initial Activation	\$0.01	\$50.00
- Subsequent Activation (per line)	\$0.01	\$10.00

- b. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
- c. Connection charges apply as specified in Section 4 of this tariff.

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RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE

**SECTION 4 - RATES AND CHARGES**

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the billing increments set forth in the individual product rate sections.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

4.1.4 Taxes

All rates stated are exclusive of any applicable taxes.

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**RESALE OF COMMUNICATIONS COMMON CARRIER SERVICE****4.2 Outbound and Inbound Long Distance Service:**

- A. Flexible per minute rate of: \$0.0100 - \$0.2000
- B. Billed in whole minute increments.

**4.3 Calling Card Service:**

Flexible rate per minute of: \$0.01 to \$0.20  
Billed in whole minute increments.  
Flexible per call Surcharge: \$0.00 - \$1.00

**4.4 Directory Assistance**

Flexible rate per call: \$0.50 to \$3.00

**4.5 Schools and Libraries Discount Program****4.5.1. General**

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq. As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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**4.5 Schools and Libraries Discount Program-continued****4.5.2. Regulations****1. Obligation of eligible schools and libraries****a. Requests for service**

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

3. Services requested will be used for educational purposes.

4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

**2. Obligations of the Company**

a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.

b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

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**4.5 Schools and Libraries Discount Program-continued****4.5.2. Obligations of the Company (Continued)**

c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

**4.5.3. Discounted Rates for Schools and Libraries**

1. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
2. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
3. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
4. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.