

- (B) Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

2.10 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to Services established, provided, or discontinued during the preceding billing period. All bills for Services provided to or on behalf of the Customer by the Company are due in immediately available funds.

- 2.10.1 Non-Recurring Charges are payable when the Service for which they are specified has been performed. Recurring Charges which are not dependent on usage will be billed in advance of the month in which Service is to be provided. The Company shall bill Non-Recurring Charges and Recurring Charges to the Customer.