

RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 1
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.1.3.4 This Tariff shall be interpreted and governed by the laws of the State of New York regardless of its choice of laws provision.

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John Marlow, Chief Executive Officer
20 Davis Drive
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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 2
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

2.1.4.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages..

2.1.4.2 The Company shall not be liable for any claims for loss or damages involving:

- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers or warehousemen;

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 3
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.2 (Cont'd)

- 2) Any unlawful or unauthorized use of the Company's facilities and services;
- 3) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section of the Tariff.
- 4) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 5) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.
- 6) Any non-completion of calls due to network busy conditions.
- 7) Any damages resulting from delays in meeting any service dates due to delays.
- 8) Any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 4
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.2 (Cont'd)

- 9) Any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

- 2.1.4.3 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

- 2.1.4.4 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

- 2.1.4.5 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 the 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 any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties, libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 5
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- 2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.1.4.8 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 6
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities

2.1.5.1 Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.5.2 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of or defects in such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 7
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.2 Obligations of the Customer

2.2.1 General

- 2.2.1.1 The Customer shall be responsible for ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to its plant; impair privacy or create hazards to employees or the public;
- 2.2.1.2 The Service provided under this Tariff shall not be used for any unlawful purpose; or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another; or interfere with use of Service by one or more customers; or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits;
- 2.2.1.3 If Customer intends to use the Company's offerings for resale and/or for shared use, Customer may be required to file a letter with the Company confirming that its use of the Company's offering complies with relevant laws and Commission regulations, policies, orders, guidelines and decisions;
- 2.2.1.4 The Customer shall be responsible for the payment of all applicable charges pursuant to this Tariff, including without limitation, charges for visits by the Company's employees or agents to the Customer's Premises when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or another Service Provider;
- 2.2.1.5 The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 8
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Prohibited Uses

- 2.2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders and decisions.
- 2.2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.2.4 A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

2.2.3 Customer Premises Provisions

- 2.2.3.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.2.3.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 9
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.3 Liability of the Customer

- 2.3.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.3.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.3.1 preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.3.3 The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 10
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.4 Deposits

- 2.4.1 The Company does not generally charge its business customers deposits. If the Company determines though that to protect its interests, it may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- 2.4.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- 2.4.3 The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- 2.4.4 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.5 Advanced Payments

- 2.5.1 To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit. The sum of any advanced payment and deposit will not exceed an amount equal to two and one-half months of the estimated charge for the service for the ensuing twelve months.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 11
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.6 Claims

- 2.6.1 To the extent caused by any negligent or intentional act of the Customer as described in 2.3.1 preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.6.2 The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 12
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.7.1.1 Taxes and Fees

The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated; excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network services.

2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Users for services and facilities furnished to the Customer by the Company.

2.7.2.1 Non-recurring charges are due and payable within 30 days after the date of the invoice.

2.7.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.7.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 13
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.2 Billing and Collection of Charges (Cont'd)

- 2.7.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.7.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5 percent per month.
- 2.7.2.6 A penalty cannot be applied to a prior penalty amount.
- 2.7.2.7 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- 2.7.2.8 If service is disconnected by the Company in accordance with Section 2.7.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 14
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.3 Billing Disputes

2.7.3.1 General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.

In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.7.3.2 Late Payment Charge

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 15
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.3 Billing Disputes (Cont'd)

2.7.3.3 Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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20 Davis Drive
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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 16
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.3 Billing Disputes (Cont'd)

2.7.3.4 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer is required to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Consumer Complaints

Office of Consumer Services

New York State Public Service Commission

Empire State Plaza

Agency Building 3

Albany, NY 12223-1350

Phone: 1-800-342-3377

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 17
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.4 Discontinuance of Service by Company

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

2.7.4.1 Upon nonpayment of any amounts owing to the Company, the Company may on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

2.7.4.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service with notice as provided in 2.7.4.1 above, without incurring any liability if such violation continues during that period.

2.7.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service with written notice as provided in 2.7.4(A) above.

2.7.4.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service with proper written notice to the customer or a court-appointed receiver, trustee or other person acting pursuant to law.

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John Marlow, Chief Executive Officer
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Belmont, CA 94002

RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 18
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Payment Arrangements (Cont'd)

2.7.4 Discontinuance of Service by Company (Cont'd)

2.7.4.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service with written notice as provided in 2.7.4.1 above.

2.7.4.6 In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.8 Ordering

2.8.1 General

A Service Order may be required by the Company to provide Customer with new Services or to provide changes to existing Services. Upon receipt of a properly completed Service Order, the Company will specify a Firm Order Commitment (FOC) and an estimated Service Date based on the type and quantity of Services requested.

2.8.2 Service Order Charge

A Service Order charge or application fee may be applied to all Customer requests for new, additional, changed or modified Services, except when a Company-initiated network reconfiguration requires a Customer's Service to be reconfigured.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 19
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.8 Ordering (Cont'd)

2.8.3 Cancellation of Service Order

Customer may cancel a Service Order for the installation of Service on any date prior to notification by the Company that Service is available for Customer's use or prior to the Service Date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the Service Order is to be canceled. If a Customer is unable to accept Service within 30 calendar days of the original estimated Service Date, the Service Order will be cancelled and applicable charges will apply, as follows:

Prior to completion of Order	\$250 per circuit
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After completion of Plant Test Date, but prior to estimated Service Date plus Company expenses	\$500 per circuit
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2.8.4 Modification of Service Order

Customer may request a modification of its Service Order or Service prior to the Service Date. All modifications must be in writing. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every reasonable effort to accommodate a requested modification when it is able to do so within the normal work force assigned to complete such Service Order within normal business hours. Charges for Service Order modifications may apply on a per occurrence basis.

2.8.5 Minimum Period of Service

The minimum period for which Services are provided and for which rates and charges are applicable is one year unless otherwise specified. When a Service is disconnected or discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 20
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.8 Ordering (Cont'd)

2.8.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.9 Allowances for Interruptions in Service

2.9.1 General

- 2.9.1.1 A credit allowance will be given when service is interrupted, except as specified in 2.9.1.4 following. A service is interrupted when it becomes inoperative to the Customer (e.g. the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff).
- 2.9.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.1.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 21
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.1 General (Cont'd)

2.9.1.4 No credit allowance will be made for any interruption in service:

- Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- Due to circumstances or causes beyond the control of the Company;
- During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

2.9.2 Limitations of Allowances

- 2.9.2.1 During any period in which the Customer continues to use the service on an impaired basis;
- 2.9.2.2 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;
- 2.9.2.3 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.2.4 That was not reported to the Company within thirty (30) days of the date that service was affected.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 22
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- 2.9.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.
- 2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.
- 2.9.4.3 A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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John Marlow, Chief Executive Officer
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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 23
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.4 Application of Credits for Interruptions in Service (Cont'd)

2.9.4.4 Interruptions of 24 Hours or Less Interruption Period

<u>Length of Interruption</u>	<u>To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

2.9.4.5 Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

2.9.4.6 Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 24
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

2.10.1.1 Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent or implied authority to use the Network obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network makes fraudulent use of the Network to obtain the Company's services provided under this Tariff or uses specific services that are not authorized.

2.10.1.2 The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariff charges by either rearranging, tampering or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 25
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.10 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.10.1 Unauthorized Use of the Network (Cont'd)

2.10.1.3 Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.10.2 Liability for Unauthorized Use

2.10.2.1 Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.

2.10.2.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.10.2.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 26
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.11 Application of Rates

The Company may institute volume and term arrangements, which involve discounts on recurring charges, or discounts or waivers of non-recurring charges. Discounts based on volume, term, or promotional arrangements will be available on arrangements where the Customer commits to a term contract of one year or longer.

Nonrecurring and monthly recurring charges apply for each Service furnished by the Company. Monthly recurring charges vary according to the time period for which the Customer commits to take the Service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring charge for Services.

Because Type II Service prices are dependent upon another Service Provider's facilities, Type II Service will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

Transport Channel – Fixed

This rate element applies per channel for the transmission facility between the POPs associated with two Customer Premises, between a POP associated with the Customer Premises and a Company Point of Termination, or between two Company Points of Termination.

Variable Mileage

This rate element applies per channel for the number of miles (interoffice miles) between the two POPs that serve the terminal locations. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 27
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.12 Inspection, Testing and Adjustment

- 2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment relating to the Service. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.12.2 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 Customer's Premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities or equipment.
- 2.12.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds 24 hours in length and is requested by the Customer.

2.13 Reconnection Charge

A reconnection fee of \$50.00 per occurrence, per account, may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.14 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the Federal Communications Commission. The Company will be using a third party Operator Service Provider.

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RCLEC, INC.
P.S.C. No. 4 – Wholesale Local Exchange Services Tariff

Section 2
Page 28
Revision No: 0
Superseding Rev. No.:

Effective Date: October 10, 2016

WHOLESALE SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.15 Universal Emergency Telephone Number Service (911, E911)

RCLEC does not provide 911 services. The Company's resellers are responsible for providing 911 services to their customers.

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