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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to provide local exchange and interexchange telecommunications services to business Customers and carrier Customers in accordance with the terms and conditions set forth in this Tariff.

The rates and regulations contained in this Tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

**2.1.2 No Waiver**

No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Customer to which it is attributed. No consent by the Company or Buyer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

**2.1.3 Partial Invalidity**

If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

**2.1.4 Title or Ownership Rights**

The payment of rates and charges by Customer for the Services offered under the provisions of this Tariff does not assign, confer, or transfer leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

US Signal Company, L.L.C.

NY PSC Tariff No. 1

Section 2

Leaf No. 2

Revision: 0

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.2 Shortage of Equipment or Facilities**

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Issued by: Barbara Boshoven, Vice President of Corporate Affairs,  
201 Ionia Ave SW, Grand Rapids MI 49503

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. 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 Order Agreement which shall contain or reference the name of the Customer, 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** At the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall continue on a month-to-month basis, or as specified in the Service Order Agreement, at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which, by their nature, extend beyond the termination of the term of the service order shall survive such termination.

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

**2.1.3.4** Service may be terminated upon written notice to the Customer if:

- \* the Customer is using the service in violation of this Tariff, or
- \* the Customer is using the service in violation of the law, or as set forth in this Tariff.

**2.1.3.5** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agents. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.7 below.

**2.1.3.6** The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company**

- 2.1.4.1** Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.1.4.2** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects, representations, or use of these services, or arising out of the failure to furnish the service, whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.
- 2.1.4.3** Except for the extension of allowances to the Customer for interruption in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.4** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or 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 of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.5** The Company shall not be liable for any claims for loss or damages involving any act or omission of (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.
- 2.1.4.6** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.7** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd)**

**2.1.4.8** The Company is not liable for any defacement of or damage to, Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

**2.1.4.9** Notwithstanding the Customer's obligations as set forth in this Tariff, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

**2.1.4.10** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than thirty (30) days after the date of the occurrence that gave rise to the claim.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

- 2.1.4.11** The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's own communications; patent infringement claims arising from the Customer's combining or connecting the service offered by the Company with facilities or equipment furnished by the Customer of another carrier; and all other claims arising out of any act or omission of the Customer in connection with any service provided pursuant to this Tariff.
- 2.1.4.12** The Company shall not be liable for injury to property or death to persons, including claims for payment 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.
- 2.1.4.13** The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company 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 other party, for any personal injury to, or death of, any person, or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

- 2.1.4.14** With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.
- 2.1.4.15** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, unless otherwise ordered by the Commission. In the event that an overpayment has been made and service has been discontinued, the Customer shall be entitled to a refund of the amount erroneously billed.
- 2.1.4.16** 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.
- 2.1.4.17** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENTS.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (cont'd.)**

**2.1.4.18** The Company is not liable for any damages, including toll usage charges, that the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company's network. Company may work with Customers to recommend possible solutions to reduce the unauthorized use of their facilities. However, Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

**2.1.4.19** The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- (a) Protection of the Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data file, programs, procedure, or information through accident, fraudulent means or devices or any other method;
- (b) Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect the use or performance of such equipment, facilities or services, except where reasonable notice is required by the Company and not provided to the Customer.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Notification of Service-Affecting Activities**

The Company may provide the Customer reasonable notification of service-affecting activities that may occur. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2** The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3** The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.6.4** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

US Signal Company, L.L.C.

NY PSC Tariff No. 1

Section 2

Leaf No. 13

Revision: 0

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities (Cont'd)**

**2.1.6.6** The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability on any such date and shall not be liable for any delays in commencing service to any Customer.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special Construction may be assessed for point to point or point to multipoint radio transmission and reception facilities. Such facilities may include, but are not limited to, radio transmission equipment, transmit and receive antennae, circuit equipment, and professional engineering services for design and construction of hub and/or remote terminal equipment including the installation of transmission cable. Special construction charges will be determined on a case-by-case basis.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside of the Company's regular business hours, or in hazardous locations. In such cases, charges based on the cost of the actual labor, material or other costs incurred by or charges to the Company will apply. If an installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

**2.1.9 Ownership of Facilities**

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

**2.2 Prohibited Uses**

**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, authorization, licenses, consents and permits.

**2.2.2** The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

**2.2.3** The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

**2.2.4** The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid number, or false calling or credit cards is prohibited.

**2.2.5** The services that the Company offers shall not be used to make calls or transmit material which might reasonably be expected to frighten, abuse, torment, or harass another.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Tariff;
- (b) the payment of charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf;
- (b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way including private or public easements, licenses used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.1 Customer Responsibilities (Cont'd)**

- (e) providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 Customer Responsibilities, (cont'd.)**

- (f) taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with Company's facilities or service. Customer shall ensure that the equipment and/or system is properly interfaced with Company's facilities or services; that the signals emitted into Company-provided network facilities are of the mode, bandwidth, power signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company's personnel or quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality or safety, Company may, upon written notice, terminate Customer's service;
- (g) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in or on any Customer premises or the right-of-way for which Customer is responsible in this Tariff; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (h) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Claims**

With respect to any service or facilities provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company;
- (c) providing a safe place to work any complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company, the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; or
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

Issued by: Barbara Boshoven, Vice President of Corporate Affairs,  
201 Ionia Ave SW, Grand Rapids MI 49503

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels**

**2.4.1 In General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

- A. Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Company's service may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspection and Testing**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request, provide the Customer with technical parameters that the Customer's equipment must meet.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this tariff, all rates are in U.S. dollars. If the Customer does not remit payment by the date as indicated on the invoice, the Company may impose a 1.5% finance charge.

The Customer is responsible for the payment of any sales, use, gross receipts, 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 services.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

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

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

- A. Non-recurring charges are due and payable within 25 days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 25 days after the invoice is mailed to the Customer by the Company.
- C. 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 action 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.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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.

US Signal Company, L.L.C.

NY PSC Tariff No. 1

Section 2

Leaf No. 24

Revision: 0

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges (Cont'd)**

- E.** If any portion of the payment for undisputed charges 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, 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 due date, multiplied by the late factor. The late factor shall be the lesser of (a) 1.5% of the total monthly bill or (b) the highest interest rate which may be applied under applicable state law for commercial transactions.



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Disputed Charges**

All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company within thirty days. A disputed charge may be brought to the Company's attention written notification. All charges remain due and payable at the due date, although the Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the charges. The undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to discontinuance.

Customers may register any inquiry or complaint at:

US Signal Company, L.L.C.  
201 Ionia Ave SW  
Grand Rapids MI 49503

US Signal has a toll-free number for billing-related issues: 866-274-4625. In addition, US Signal has a separate toll-free number for service-related issues: 866-663-1700.

Customers unable to resolve a dispute with the company may submit any inquiry or complaint to the:

New York State Public Service Commission  
Empire State Plaza  
Agency Building 3  
Albany, NY 12223-1350  
Phone: (518) 474-6530  
Fax: (518) 486-6081

Issued by: Barbara Boshoven, Vice President of Corporate Affairs,  
201 Ionia Ave SW, Grand Rapids MI 49503

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Advance Payments**

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the Customer's account on the first bill rendered.

Federal, State or Municipal governmental agencies may not be required to make advance payments.

**2.5.5 Deposits**

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

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service**

- A. The Company may discontinue service to a Customer without notice under the following conditions:
1. in the event of tampering with the Company's equipment;
  2. in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
  3. in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service, (cont'd.)**

- B. The Company may discontinue service to a Customer under the following conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:
1. for failure of the Customer to pay a bill for service when due;
  2. for failure of the Customer to meet the Company's deposit and credit requirements;
  3. for failure of the Customer to make proper application for service;
  4. for Customer's violation of any of the Company's rules on file with the omission;
  5. for failure of the Customer to provide the Company reasonable access to its equipment and property;
  6. for Customer's breach of the contract for service between the Company and the customer;
  7. for failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or
  8. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service, (cont'd.)**

- C. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

- D. Dishonored Checks

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

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.7 Cancellation of Application for Service**

- A. Applications for service cannot be canceled unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the construction or arrangements.

The special charges described herein will be calculated and applied on a case-by-case-basis.

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.5.9 Return Check Charges**

The Company will charge \$20.00 for dishonored checks.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Flexible Pricing**

2.6.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

2.6.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1. for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- A.** A credit allowance will be made when an interruption occurs because of a failure of any on-net component furnished by the Company under this Tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.
- B.** For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.1 Credit for Interruptions, (cont'd.)**

- C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances will be calculated as follows:

For retail business Customers

1) For ringed (protected) services with 1+1 card protection -  
Outage credit = (Hours of outage - 1 hour) X (Total On-net Monthly Recurring Charge of affected Facility)

2) For linear (unprotected) services -

Outage credit = (Hours of outage - 9 hours) X (Total On-net Monthly Recurring Charge of affected Facility)

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 Credit for Interruptions, (cont'd.)**

For carrier Customers:

- 1) If ring protected Services delivered on US Signal's network to the Customer premises (which excludes non-Ring protected lateral builds to building entrances as well as similar non-ring protected facilities within the Customer building) experience a failure to meet the Technical Standards of Performance, then Customer shall be entitled to receive Outage Credits against monthly charges, as set forth in the table below, for each Service that is unavailable for more than the period of time set forth in the table below. In no event will Outage Credits for a Service for any one month exceed 100% of the Monthly Recurring Charge for that Service.
- 2) If non-ring protected (linear) Services delivered on US Signal's network to

Length of Interruption	On-Net MRC Credit Amount:
< 2 hours	5% of MRC
2 - < 4 hours	10% of MRC
4 - < 6 hours	30% of MRC
6 - < 8 hours	50% of MRC
> 8 hours	100% of MRC

the Customer premise experience a failure to meet the Technical Standards of Performance, then Customer shall be entitled to receive a credit against future monthly charges, as set forth in the formula below, for each Service that is unavailable:

Availability Credit = (Hours of outage - 9 hours) X (Total Monthly Recurring Charge of affected Facility)

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company;
- (h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

US Signal Company, L.L.C.

NY PSC Tariff No. 1

Section 2

Leaf No. 36

Revision: 0

Effective Date: February 17, 2012

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.6.3 Use of an Alternative Service**

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

Issued by: Barbara Boshoven, Vice President of Corporate Affairs,  
201 Ionia Ave SW, Grand Rapids MI 49503

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order Agreement or terminates services before the completion of a term agreement, for any reason whatsoever other than a service interruption as defined in this tariff, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in this tariff.

**2.7.1 Termination Liability**

Unless otherwise specified in this tariff or in the customer's contract, the Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable tariff for the balance of the then current term;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.8 Cancellation by Customer**

Customers may cancel service in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company without Customer consent.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.10 Notices and Communications**

**2.10.1** All notices or other communications required to be given pursuant to this Tariff will be in writing and sent to the Customer's service address. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.10.2** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice.

**2.11 Courtesy Credits**

From time to time, the Company may grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in a nondiscriminatory manner, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES TARIFF

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**SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**

**2.12 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, and E911 Surcharge. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices.

**2.14 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present and potential Customers to a service not previously received by the Customers. Insofar as required by Commission regulations, the Company will file notice of its proposed promotions with the Commission.