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February 2, 2005

Ms. Blanca Bayó, Director  
Director of Commission Clerk and Administrative Services  
Florida Public Service Commission  
Room 110, Easley Building  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

BY HAND DELIVERY

050094-77

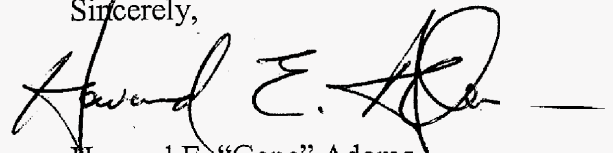
Re: Docket No.: Enclosed IXC Registration Form—TWC Information Services (Florida) LLC

Dear Ms. Bayó:

Please find enclosed for filing an original and three copies of this application and tariff for use by the Public Service Commission to register TWC Information Services as an IXC in Florida.

Also enclosed is a copy of this letter to indicate the date of filing. Please have someone sign and date this letter to indicate the filing of the registration form and tariff. Please do not hesitate to contact me as local counsel for the enclosed application should it be necessary or if you need further information.

Sincerely,



Howard E. "Gene" Adams  
PENNINGTON, MOORE, WILKINSON,  
BELL & DUNBAR, P.A.

Original Tariff forwarded to CUP

\_\_\_\_\_  
Date

Enclosures

HEA/vt

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DOCUMENT NUMBER - DATE

01218 FEB-2 05

**IXC REGISTRATION FORM**

Company Name: TWC Information Services (Florida) LLC  
Florida Secretary of State Registration No.: M04000004122  
Fictitious Name(s) as filed at Fla. Sec. of State: Time Warner Cable  
Reg. No. G04275900005

Company Mailing Name: TWC Information Services (Florida), LLC  
Mailing Address: 290 Harbor Drive  
Stamford, CT 06902

Web Address: www.twcable.com

E-mail Address: \_\_\_\_\_

Physical Address: 290 Harbor Drive  
Stamford, CT 06902

Company Liaison: Julie Patterson

Title: Secretary, TWC Information Services (Florida), LLC

Phone: 203-328-0671

Fax: 203-328-4840

E-mail address: Julie.Patterson@twcable.com

Consumer Liaison to PSC: Vincent M. Paladini

Title: Associate Counsel, TWC Information Services (Florida), LLC

Address: 290 Harbor Drive, Stamford, CT 06902

Phone: 203-328-3267

Fax: 203-351-2254

E-mail address: Vincent.Paladini@twcable.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
\_\_\_\_\_  
Signature of Company Representative

Julie Patterson, Secretary, TWCIS (Florida)  
Printed/Typed Name of Representative

January 28, 2005  
\_\_\_\_\_  
Date  
Effective: 07/15/2003

TWC Information Services (Florida), LLC.  
d/b/a Time Warner Cable

Florida Tariff No. 1  
Original Sheet 1

**TARIFF SCHEDULE APPLICABLE TO  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES OF**

**TWC INFORMATION SERVICES (FLORIDA), LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by TWC Information Services (Florida), LLC, with principal offices at 290 Harbor Drive, Stamford, CT 06902. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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By:

Julie Y. Patterson, Secretary  
TWC Information Services (Florida), LLC  
290 Harbor Drive  
Stamford, CT 06902

**CHECK SHEET**

Current pages in this tariff are as follows:

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**SYMBOLS USED IN THIS TARIFF**

- C – To Signify a Change in Rate Schedule or Term or Condition
- D – To Signify a Discontinued Rate or Term or Condition
- I – To Signify an Increased Rate
- M – To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition
- N – To Signify a New Rate or Term or Condition
- R – To Signify a Reduced Rate
- T – To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

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TWC Information Services (Florida), LLC  
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**APPLICATION OF TARIFF**

The Company will offer interexchange telecommunications services throughout the State of Florida pursuant to the terms and conditions contained herein and in compliance with all applicable law and regulation.

1. **TECHNICAL TERMS AND ABBREVIATIONS.**

1.1 **Explanation of Abbreviations and Acronyms.**

CONT'D – Continued  
FPSC – Florida Public Service Commission  
IXC – Interexchange Carrier  
ICO – Independent Company  
ICB -- Individual Case Based  
ICE – Independent Company Exchange  
LATA – Local Access and Transport Area  
LEC – Local Exchange Company  
MTS – Message Telecommunication Service  
NPA – Numbering Plan Area  
PIC – Primary Interexchange Carrier  
TDD – Telephone Device for the Deaf  
TRS – Telecommunications Relay Service

1.2 **Definition of Terms.**

**Commission:** Florida Public Service Commission

**Company:** TWC Information Services (Florida), LLC, d/b/a Time Warner Cable

**Completed:** A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

**Customer:** The person, firm, corporation, or other entity which orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

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**Customer-Provided Equipment (CPE):** Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**End User:** Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

**Message:** A completed telephone call.

**Nonrecurring Charge:** A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

**Recurring Charge:** The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

**Service:** Any telecommunications, transmission or other service(s) provided by the Company under this tariff.

**Termination of Service:** Discontinuance of both incoming and outgoing Service.

**User:** A Customer, or any other person authorized by a Customer to use Service provided under this tariff.

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## 2. RULES AND REGULATIONS.

### 2.1 Undertaking of the Company.

#### 2.1.1 Regulatory Compliance

The Company's Services and facilities are furnished for communications originating at specific points within the State of Florida under terms in this tariff.

#### 2.1.2 Application of Tariff.

- A. This tariff sets forth terms and conditions applicable to the furnishing of the interexchange Service defined herein offered by the Company within the State of Florida.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This tariff applies only for the use of the Company's Services within the State of Florida. This includes the use of the Company's network to complete an end-to-end call within the State of Florida and to obtain access to the interstate Toll Call services.
- E. The provision of Service as defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

#### 2.1.3 Shortage of Equipment or Facilities.

The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the

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capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

#### 2.1.4 **Terms and Conditions.**

- A. 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.
- B. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this tariff or the law.
- C. This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- D. Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures are governed by the terms adopted by the FPSC.

#### 2.2 **Limitations.**

##### 2.2.1 **Indemnification.**

- A. 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

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with Services or facilities provided by the Company, or (c) common carriers or warehousemen;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. 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;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. 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 2.2;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under

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- 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;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
  10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system;
  12. Any non-completion of calls due to network busy conditions or network failures;
  13. Any calls not actually attempted to be completed during any period that Service is unavailable; or
  14. Blockages by other providers of services on the public switched network.
  15. Any damage to CPE resulting from use of that system with Service.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, 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 Company or Customer equipment or facilities or Service provided by the Company.

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- C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- D. 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, whether or not affiliated with the Company, 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.
- E. Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.

## 2.3 **Liability of the Company.**

### 2.3.1 **General.**

- A. Except as otherwise stated in this tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to

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the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.

- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, 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, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. 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 or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

## 2.4 **Service Availability.**

### 2.4.1 **Notification of Service-Affecting Activities.**

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. 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 a loss of power or cable damage, notification to the Customer may not be possible.

### 2.4.2 **Provision of Equipment and Facilities.**

- A. 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.

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The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

- B. The Company shall use reasonable efforts to maintain only the 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.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's 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.
- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-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:
  - 1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-Provided Equipment.

#### 2.4.3 Ownership of Facilities.

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

**2.5 Obligations of the Customer.**

**2.5.1 General.**

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining 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. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

**2.5.2 Prohibited Activities and Uses.**

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- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or 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 Services provided pursuant to this tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

#### 2.5.3 Claims.

With respect to any Service or facility 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 attorneys' 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 or User or either of their employees, agents, representatives or invitees; or
- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

#### 2.6 Customer Equipment and Channels.

##### 2.6.1 General.

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's

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equipment, but, except as otherwise specifically stated in this tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

**2.6.2 Station Equipment.**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. 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 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.
- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

**2.6.3 Interconnection of Facilities.**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in

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accordance with, the terms and conditions of this tariff and the tariff of the other communications carriers which are applicable to such connections.

- C. Facilities furnished under this tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this tariff.

#### 2.6.4 Inspections.

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. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. 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.

### 2.7 Interruption of Service.

#### 2.7.1 General.

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.
- B. No credit allowance will be made for:
  - 1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;

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2. 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;
3. interruptions due to the failure or malfunction of non-Company equipment;
4. 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;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. 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; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

## 2.8 **Payment Arrangements.**

### 2.8.1 **Payment.**

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

### 2.8.2 **Billing and Collection of Charges.**

- A. All Customer bills are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or is not postmarked on or before the tenth (10th) day after mailing of the bill to the customer. If any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company, calculated at the maximum monthly rate specified under Florida law.

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- B. The Company may impose a charge for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

### 2.8.3 Disputed Bills.

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the FPSC.

### 2.8.4 Discontinuance of Service.

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. If payment still has not been received within forty-five (45) days of the due date, then a notice of possible service interruption will be sent to the Customer. If payment has not been received within seventy-five (75) days of the due date then a final written notice will be sent, and after ninety (90) days following the due date, service will be interrupted, and the account will be disconnected.
- B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

### 2.9 Taxes and Other Charges.

The Customer may be responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

### 2.10 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

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Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

**2.11 Cancellation of Service.**

If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:

- A. all nonrecurring charges as specified in this tariff, 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. 65% of all recurring charges specified in this tariff for the balance of the then-current term.

**2.12 Notices and Communications.**

All notices or other communications required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. 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 set forth herein.

**2.13 Special Construction and Special Arrangements.**

**2.13.1 Special Construction.**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions.

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### 2.13.2 **Basis for Charges.**

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

### 2.13.3 **Termination Liability.**

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

## 3. **SERVICE DESCRIPTION.**

### 3.1 Trial Services

The Company may offer new services, not otherwise tarified, from time to time on a trial basis. Such trials are for a period of time of limited duration. At the end of the limited time period, the trial offering will be either withdrawn or made available on a permanent basis.

### 3.2 Service and Facilities

The Company provides telecommunications Service and facilities on an individual case basis pursuant to contracts with Customers. Such Customer Contracts shall be available for review by the Commission. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates.

## 4. **RATES.**

### 4.1 **Rates.**

#### 4.1.1 **Service Connection and Related Charges.**

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A. General.

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

B. Rates and Charges.

Nonrecurring Service Connection Charge	\$100
Nonrecurring Service Move Charge	\$100
Nonrecurring Service Change Charge	\$100

Long Distance Service--Maximum Rate \$ .20 cents per minute.  
Charges are in whole minutes only and rounded up to the next whole minute.

Individual Case Basis Rates may be negotiated individually on a contractual basis and differ from this rate. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

4.1.2 **Individual Case Basis Charges.**

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ICB pricing will be developed and used for special circumstances and Services that are not listed in this tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis. The ICB pricing will be made available for commission review upon request.

4.3 **Promotional Offerings.**

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, and times of day and/or locations determined by the Company. A tariff will be filed giving the terms, rates and conditions of these promotional offerings or trials.

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