

**TELECOMMUNICATIONS SERVICES**

**Vitcom LLC**

**TARIFF NO. 1**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE AND  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH CAROLINA**

**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

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Effective:

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Vitcom LLC  
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Brooklyn, NY 11218

**TABLE OF CONTENTS**

Title Page ..... Cover

Table of Contents ..... 1

Check Sheet..... 2

Tariff Format ..... 3

Concurring, Participating and Connecting Carriers ..... 4

Explanation of Symbols ..... 4

Application of Tariff ..... 5

Section 1 - Technical Terms and Abbreviations ..... 6

Section 2 - Rules and Regulations..... 12

Section 3 - Description of Service..... 35

Section 4 – Rates ..... 40

Section 5 – Miscellaneous ..... 45

TELECOMMUNICATIONS SERVICES

CHECK SHEET

Sheets 1 through 45, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the Original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
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**TELECOMMUNICATIONS SERVICES**

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**TELECOMMUNICATIONS SERVICES**

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify an increase
- (L) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction
- (T) To signify change in text but no change in rate or regulation

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**TELECOMMUNICATIONS SERVICES**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate communications services by Vitcom LLC., (hereinafter "Company"). This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies can be inspected, during normal business hours, at Company's principal place of business at 1425 37<sup>th</sup> St., Suite 210, Brooklyn, NY 11218.

The Company offers only wholesale local exchange and interexchange services to other providers.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**ACCESS SERVICE(S)** - The Company's intrastate telephone services offered pursuant to this Tariff.

**10BASE-T** - An Ethernet LAN that works on twisted pair wiring that is similar to telephone cable.

**ACTUAL COST** - Any costs charged against a special case or circumstance, including any appropriate taxes or other overhead.

**AUTHORIZED USER** - A user who is a customer, or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

**BASE STATION** - All of the radio equipment located at one fixed station (tower or existing high structure) in a cellular/wireless network, used for communicating with mobile terminals. A Base Station is what links mobile phones to a wireless carrier's network.

**BATTERY BACKUP** - The name given to a secondary power supply, usually a direct current battery, to provide power in the absence of the main power supply.

**BEST-EFFORT INTERNET ACCESS** - A classification of low priority network traffic used especially in relation to the Internet. Different kinds of traffic have different priorities. Videoconferencing and other types of real-time communication, for example, require a certain minimum guaranteed bandwidth and latency and so must be given a high priority. Electronic mail, on the other hand, can tolerate an arbitrarily long delay and is classified as a "best-effort" service.

**CARRIER HOTEL** - A carrier hotel, also called a colocation center, is a secure physical site or building where data communications media converge and are interconnected.

**CHANNEL or CIRCUIT** - A communications path between two or more endpoints, at a transmission speed agreed to between Company and Customer.

**COLOCATION** - An arrangement whereby the facilities of Customer are terminated with the equipment necessary to provide interconnection for the purpose of accessing the Services offered by Company.

**COLOCATION SPACE** - The space designated by Company for the installation of Customer's equipment for Collocation.

**COMMISSION**: The South Carolina Public Service Commission ("Commission").

**TELECOMMUNICATIONS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**COMMON VOIP PATH** - A designated path dedicated to voice requiring the highest level of clarity/QoS. A technology for transmitting voice, such as ordinary telephone calls, over packet-switched data networks. Also called IP telephony.

**COMPANY** - Vitcom LLC ("Vitcom"), the issuer of this Tariff, and its concurring subsidiaries.

**CONVERGENT DATA NETWORK** - The efficient coexistence of telephone, video and data communication within a single network. The use of multiple communication modes in a single network offers convenience and flexibility not possible with separate infrastructures. Network convergence is also called media convergence.

**CROSS-CONNECT** - A connection provided to Customer from any Company POP to the facilities of Customer or another Service Provider approved by Company.

**CUSTOMER** - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff, including Service Providers.

**DESIGN LAYOUT REPORT or DLR** - A record containing the technical information that describes the facilities and terminations provided at the request of Customer by the Company to the Customer. The technical information is needed by Company to design the overall service and includes such items as cable makeup (gauge, loading, length, etc.), channel bank type and system mileage, signaling termination compatibility, etc.

**DIRECT INTERNET ACCESS (DIA)** - Metropolitan Ethernet Access service that supports IP IPv4 protocol and is intended for eventual connection to the Internet by the Customer.

**EMERGENCY POWER** - A source of power that becomes available, usually automatically, when normal power line service fails. For networks, this very often refers to generator power.

**ETHERNET** - A technology based on the 10BASE-T Ethernet CSMA/CD network access method to accommodate the operation of local area networks (LANs).

**EXCHANGE POINT** - a remote Carrier Hotel that can support Wholesale Transit Services but not Wholesale Access Services.

**FACILITIES** - Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office equipment, etc., utilized to provide the Services offered under this Tariff.

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**TELECOMMUNICATIONS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**GATEWAY** - A network node equipped for interfacing with another network.

**GATEWAY ROUTER** - A device on a network that is responsible for the establishment of mutually acceptable administrative procedures between two or more networks.

**GBPS** - Gigabits per second, denotes billions of bits per second.

**HIGH DEFINITION MULTICAST** - An enhanced or high definition transmission of a single sender and multiple receivers on a network.

**INDIVIDUAL CASE BASIS or ICB** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

**INTERACTIVE VIDEO SESSION** - A combination of video and computer technology in which the user's actions, choices, and decisions affect the way in which the program unfolds.

**INTEREXCHANGE SERVICE** - Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

**INTERNET PROTOCOL or IP** - The protocol that specifies the format of information packets transported over the Internet, including how the packets are addressed for delivery.

**IPTV** - A system where a digital television service is delivered using Internet Protocol over a network infrastructure, which may include delivery by a broadband connection. A general definition of IPTV is television content that, instead of being delivered through traditional broadcast and cable formats, is received by the viewer through the technologies used for computer networks.

**JOINT USER** - Joint or shared user service is a shared service arrangement which permits the business telephone exchange service of a subscriber to be used, within the limits and capabilities of the service and facilities provided to the subscriber, by individuals, firms or corporations not associated with the subscriber in business.

**KBPS** - Kilobits per second, denotes thousands of bits per second.

**LOCAL AREA NETWORK or LAN** - A short distance data communications network connecting computers and peripherals under a standard protocol inside a building or a campus. The LAN provides high bandwidth communications over coaxial cable, twisted pair, fiber or microwave media. LANs typically are owned by the Customer.

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---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**MBPS** - Megabits per second, denotes millions of bits per second.

**MEET-ME FIBER DISTRIBUTION** - A "carrier neutral" telecom hotel status to ensure autonomy in connections to consumers, Service Providers and tenants. This is the location in the Carrier Hotel where Service Providers are connected to the Company network.

**MONTHLY RECURRING CHARGE or MRC** - Monthly charges to the Customer for Services, facilities or equipment, which continue and are billed to Customer each month for the duration of the Service.

**MULTICAST** - Communication between a single sender and multiple receivers on a network.

**POINT OF PRESENCE** - or POP - A point of presence is an artificial demarcation point or interface point between communicating entities.

**QUALITY OF SERVICE or QOS** - The performance specification of a communications channel or system. QoS may be quantitatively indicated by channel or system performance parameters, such as signal-to-noise ratio (S/N), bit error ratio (BER), message throughput rate, and call blocking or packet dropping probability.

**QOS CONDITIONING** - The ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be guaranteed.

**SERVICE** - Any means of Service offered herein or any combination thereof.

**SERVICE ORDER** - A written request for Service executed by Customer and Company in the format devised by Company. The signing of a Service Order by Customer and the acceptance by Company, or the use of Service by Customer, initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**SERVICE PROVIDER** - Any other service provider, including but not limited to other telecommunications providers authorized by the Commission to provide telecommunications service in South Carolina, such as exchange carriers, electronic message service carriers, resellers and interconnect companies, as well as video service providers, Internet service providers.

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**TELECOMMUNICATIONS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**SERVICE COMMENCEMENT DATE** - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**SERVICE SWITCHING POINT (SSP)** - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

**SERVING WIRE CENTER** - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

**SOFTSWITCH** - A central device in a telecommunications network which connects calls from one phone line to another, entirely by means of software running on a computer system. This work was formerly carried out by hardware, with physical switchboards to route the calls.

**STANDARD DEFINITION MULTICAST** - Communication between a single sender and multiple receivers on a network that has a resolution that meets standards but not considered either enhanced definition or high definition.

**SYNCHRONOUS OPTICAL NETWORK or SONET** - Transport network for synchronously multiplexed tributary signals. The standard defines a set of transmission rates, signals and interfaces for fiber optic transmission. The basic electrical signal runs at 51.840 Mbps, approximately 51 times the bandwidth of a standard US, T1 leased line running at 1.544Mbps. SONET grows in multiples of the basic signal into the multi-Gigabit range. SONET has the feature of adding and dropping lower bit-rate signals from the higher bit-rate signal without needing electrical demultiplexing.

**TARIFF** - The rates, charges, rules and regulations adopted and filed by Vitcom LLC with the Public Service Commission of South Carolina.

**TOLL FREE** - A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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**TELECOMMUNICATIONS SERVICES**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**TYPE I** - Type I service providers are providers that install network infrastructure, such as network transmission, switching and auxiliary equipment for the provision of telecommunications services. Type I services include fixed line services such as local, domestic long distance and international long distance services, as well as interconnection, leased line, ADSL and satellite services and wireless services such as cellular, including 3G cellular, paging, mobile data and trunked radio services.

**TYPE 2** - Type II service providers are defined as all telecommunications service providers other than Type I service providers. Type II services are divided into special services and general services. Special services include simple resale, VoIP international leased circuits.

**WIRE CENTER** - A building in which one or more central offices, used for the provision of exchange services, are located.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

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

**2.1.2 Shortage of Facilities**

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

**2.1.3 Terms and Conditions**

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

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

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

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

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability

- 2.1.4.1 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.
- 2.1.4.2 The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Common Carriers;
  - 2) Any unlawful or unauthorized use of the Company's facilities and services;
  - 3) 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;
  - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 5) 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 Sections 2.1.4.1 preceding and this section, 2.1.4.2.

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

2.1.4.2 (Cont'd)

- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions.

2.1.4.3 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

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

**2.1.4 Limitations on Liability (Cont'd)**

2.1.4.4 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.

**2.1.5 Provision of Equipment and Facilities**

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

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

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

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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

2.1.6 **Ownership of Facilities**

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

2.2 **Obligations of the Customer**

2.2.1 **General**

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.2 Obligations of the Customer (Cont'd)****2.2.1 General (Cont'd)**

2.2.1.5 The Customer shall be responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of Company's employees or agents;

**2.2.2 Prohibited Uses**

2.2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.2.2.3 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

**2.2.3 Customer Premises Provisions**

2.2.3.1 The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

2.2.3.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 **Liability of the Customer**

2.3.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.4 **Deposits**

2.4.1 The Company does not charge its customers deposits.

2.5 **Advanced Payments**

2.5.1 The Company does not charge its customers advanced payments.

2.6 **Claims**

2.6.1 To the extent caused by any negligent or intentional act of the Customer as described in 2.2.1.2 preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Claims (Cont'd)**

2.6.2 The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**2.7 Payment Arrangements****2.7.1 Payment for Service**

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

**2.7.1.1 Taxes**

All South Carolina and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.7.2 Return Check Charge**

A return check charge of twenty-five dollars (\$25.00) will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed in accordance with Commission Regulation and S.C. Code Section 34-11-70.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.3 Billing and Collection of Charges (Cont'd)**

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

- 2.7.3.1 Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- 2.7.3.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- 2.7.3.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- 2.7.3.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.7.3.5 Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty-four (24) months from the date of discovery of the un-billed charges.
- 2.7.3.6 A penalty cannot be applied to a prior penalty amount.
- 2.7.3.7 If service is disconnected by the Company in accordance with Section 2.7.4 following and later reinstalled, service will be subject to all applicable installation charges as described in 2.8.2 in this tariff. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges found in 2.13 in this tariff.

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 **Payment Arrangements (Cont'd)**

2.7.4 **Billing Disputes**

2.7.4.1 **General**

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

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

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

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

2.7.4.2 **Late Payment Charge**

VITCOM will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty (30) days. A late payment charge may be added to any unpaid balance brought forward from previous billing date to cover the cost of collection and carrying in arrears. Late payment penalties shall comply with South Carolina Public Service Commission regulations and South Carolina law.

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 **Payment Arrangements (Cont'd)**

2.7.4 **Billing Disputes (Cont'd)**

2.7.4.3 **Adjustments or Refunds to the Customer**

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.
- 5) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Payment Arrangements (Cont'd)****2.7.4 Billing Disputes (Cont'd)****2.7.4.4 Unresolved Billing Disputes**

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

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

Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS)

1401 Main Street, Suite 900

Columbia, SC 29201

1-800-922-1531 or 803-737-5230

<http://www.regulatorystaff.sc.gov>

Please contact the Office of Regulatory Staff (ORS) to attempt to informally resolve an issue prior to filing a formal complaint with the Commission.

## TELECOMMUNICATIONS SERVICES

## SECTION 2 - RULES AND REGULATIONS (CONT'D)

**2.7 Payment Arrangements (Cont'd)****2.7.5 Refusal or Discontinuance by Company**

VITCOM may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with South Carolina statutes and regulations to comply with any rule or remedy any deficiency:

- 2.7.5.1 For non-compliance with or violation of any South Carolina, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.7.5.2 For use of telephone service or any other Company property for purposes other than that described in the application for service.
- 2.7.5.3 For neglect or refusal to provide reasonable access to VITCOM or its agents for the purpose of inspection and maintenance of equipment owned by VITCOM or agents.
- 2.7.5.4 For noncompliance with or violation of Commission regulation or Vitcom's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.7.5.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer.
- 2.7.5.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.7.5.7 Without notice in the event of tampering with the equipment or services owned by VITCOM or its agents. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7 Payment Arrangements (Cont'd)**

**2.7.5 Refusal or Discontinuance by Company (Cont'd)**

2.7.5.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, VITCOM may, before restoring service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

2.7.5.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

**2.8 Ordering**

**2.8.1 General**

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

**2.8.2 Charges**

Due to the special and limited nature of the services offered by the Company, and the requirement that the Customer be a carrier, all terms and conditions for Customer requests for new, additional, changed or modified services; discontinuance for any reason and/or restoration of service; cancellation of service orders will be provided for in an ICB between the Company and the customer.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.8 Ordering (Cont'd)****2.8.3 Notice to Company for Cancellation of Service**

Pursuant to South Carolina statute and regulations, a Customer may cancel an existing service by providing three (3) days written notice to the Company.

**2.8.4 Cancellation of Service Order**

Customer may cancel a Service Order for the installation of Service on any date prior to the service commencement date or notification by the Company that Service is available for Customer's use. The cancellation date is the date the Company receives written notice from the Customer that the Service Order is to be canceled.

**2.8.5 Modification of Service Order**

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

**2.8.6 Minimum Period of Service**

The minimum period for which Services are provided and for which rates and charges are applicable is one year unless otherwise specified.

**2.8.7 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be at the rate of 6%. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.9 Allowances for Interruptions in Service****2.9.1 General**

- 2.9.1.1 A credit allowance will be given when service is interrupted, except as specified in 2.9.1.4 following. A service is interrupted when it becomes inoperative to the Customer (e.g. the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff).
- 2.9.1.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.1.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.9.1.4 No credit allowance will be made for any interruption in service:
- Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
  - Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - Due to circumstances or causes beyond the control of the Company;
  - During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.9 Allowances for Interruptions in Service (Cont'd)**

**2.9.2 Limitations of Allowances**

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

**2.9.3 Use of Another Means of Communications**

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

TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Allowances for Interruptions in Service (Cont'd)

2.9.4 Application of Credits for Interruptions in Service

2.9.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.9.4.2 For calculating credit allowances, every month is considered to have thirty (30) days.

2.9.4.3 A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one twenty-four (24)-hour period shall be considered as one interruption.

2.9.4.4 Interruptions of twenty-four (24) Hours or Less  
Interruption Period

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

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.9 Allowances for Interruptions in Service (Cont'd)****2.9.4 Application of Credits for Interruptions in Service (Cont'd)**

2.9.4.5 Continuous Interruption Over twenty-four (24) Hours and Less Than seventy-two (72) Hours. Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited one-fifth (1/5) day for each three-hour (3) period or fraction thereof that occurs following the expiration of the initial twenty-four (24)-hour period. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

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

**2.9.5 Cancellation For Service Interruption**

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

**2.10 Customer Liability for Unauthorized Use of the Network****2.10.1 Unauthorized Use of the Network**

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

2.10.1.2 The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Customer Liability for Unauthorized Use of the Network (Cont'd)****2.10.1 Unauthorized Use of the Network (Cont'd)**

## 2.10.1.2 (Cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Tariffed charges by either rearranging, tampering or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

**2.10.2 Liability for Unauthorized Use**

- 2.10.2.1 Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- 2.10.2.2 The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 2.10.2.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.11 Reciprocal Compensation Arrangements****2.11.1 General**

Reciprocal Compensation Arrangements are available to Other Network Providers (ONP) who are also certificated providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Company will negotiate Reciprocal Compensation Arrangements with ONPs on a case-by-case basis.

In the absence of negotiated arrangements between the Company and ONPs, the Company's Reciprocal Compensation Arrangements to ONPs will be no higher than those of the incumbent carrier for the region in which that incumbent is providing service.

Recognizing the technical constraints of cellular carriers and other smaller carriers where it is not technically possible for the Company to interconnect directly to each of another carrier's switching offices, the Company will pay charges when requested by the carrier for traffic that it terminates on such carrier's network as specified above until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company switching office or negotiates alternative arrangements.

**2.11.2 Measurement of Access Minutes and Determination of Balance**

All traffic subject to a Reciprocal Compensation Arrangement will be considered terminating for usage measurement purposes, i.e., Company traffic is terminating to the ONP and ONP traffic is terminating to the Company. Usage measurement will begin when the Company entry switch receives answer supervision from the Company's Customer's switching office or from the ONP's point of termination, whichever occurs later. Usage measurement will end when the Company's entry switch receives disconnect supervision from the Company's Customer's office or from the ONP's point of termination, whichever occurs first.

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Issued: June 29, 2015

Effective:

Zalmen Ashkenazi, President  
Vitcom LLC  
1425 37<sup>th</sup> St., Suite 210  
Brooklyn, NY 11218

TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

**2.12 Inspection, Testing and Adjustment**

2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment relating to the Service. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.12.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the Customer's Premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities or equipment.

2.12.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

**2.13 Reconnection Charge**

A reconnection fee of \$25.00 per occurrence, per account, may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

**2.14 Operator Service Rules**

The Company will not provide Operator Services. It will be the responsibility of the resale carrier to provide Operator Services to its customers.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.15 Access to Carrier of Choice**

Customers of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. VITCOM should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

**2.16 Universal Emergency Telephone Number Service (911, E911)**

2.19.1 VITCOM does not provide 911 services for its wholesale customers. The Customer is responsible for providing 911 services for its end users.

TELECOMMUNICATIONS SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Wholesale Transit Services

Wholesale Transit Service is a private line transport that provides connectivity from a Company Gateway at one of its Carrier Hotels through an Internet Protocol Open Shortest Path First (OSPF) Ethernet path, Direct Circuit, Channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a service provider as a Customer to one of the Customer's Premises. Wholesale Transit Services provide connectivity on a metropolitan Ethernet basis. Wholesale Transit Services are priced based on bandwidth and QoS Conditioning with no usage sensitive cost element.

Wholesale Transit Services described in this section allow the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

The following Wholesale Transit Services are offered pursuant to this Tariff:

- T- 1 (Trunk, level 1 - 1.544 Mbps)
- DS3 (Digital Signal, level 3 - 44.736 Mbps)
- OC3 (Optical Carrier, level 3 - 155.52 Mbps)
- OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)
- OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)
- OC 192 (Optical Carrier, level 192, SONET channel -9.953 Gbps)

Ethernet Transit Service

Each Wholesale Transit Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Transit Services on any Service arrangement based upon engineering considerations.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.1 Wholesale Transit Services (Cont'd)**

Wholesale Transit Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

**3.1.1 T-1 Service**

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

**3.1.2 DS3**

DS3 is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communication.

**3.1.3 OC3 Service**

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

**3.1.4 OC12 Service**

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

**3.1.5 OC48 Service**

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

**3.1.6 OC192 Service**

OC192 provides for the direct electrical-to-optical mapping of the STS-192 (SONET) channel of 9.953 Gbps with frame synchronous scrambling.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.1 Wholesale Transit Services (Cont'd)****3.1.7 Ethernet Transit Service**

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

**3.2 Wholesale Local Loop Service**

Wholesale Local Loop Service is a private line transport that provides connectivity to two or more Company Gateways at its Carrier Hotels through a direct circuit, channel, wavelength division multiplexer, or sub path thereof specifically dedicated to the use of a Service Provider as a Customer. Wholesale Local Loop Service provides connectivity on a Private Metro Ethernet Path or SONET add/drop multiplexer basis. Wholesale Local Loop Service is priced based on distance, bandwidth, and multiplexing technique with no usage sensitive cost element.

Wholesale Transit Services described in Section 2.1 of this Tariff allows the Company to extend Wholesale Local Loop Services from a Company Carrier Hotel Gateway to a Customer's Premises. Both Wholesale Transit Services and Wholesale Local Loop Services are dependent upon the availability of facilities and will be provided at the discretion of the Company and priced on an Individual Case Basis, applied in a nondiscriminatory manner.

**TELECOMMUNICATIONS SERVICES**

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**38SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2 Wholesale Local Loop Service (Cont'd)**

The following Wholesale Local Loop Services are offered pursuant to this Tariff:

T-1 (Trunk, level 1 - 1.544 Mbps)  
DS3 (Digital Signal, level 3 - 44.736 Mbps)  
OC3 (Optical Carrier, level 3 - 155.52 Mbps)  
OC 12 (Optical Carrier, level 12, SONET channel - 622.08 Mbps)  
OC48 (Optical Carrier, level 48, SONET channel - 2,488.32 Gbps)  
OC192 (Optical Carrier, level 192, SONET channel -9.953 Gbps)

Ethernet Transit Service

Each Wholesale Local Loop Service represents transmission capacity and protocol specific to the ordered Service. Company does not guarantee the use of equipment specifically dedicated to any Customer. Company reserves the right to limit the number of Wholesale Local Loop Services on any Service arrangement based upon engineering considerations.

Wholesale Local Loop Services may be provided either as Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the channel are served by another Service Provider's network.

**3.2.1 T-1 Service**

T-1 is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communication.

**3.2.2 DS3**

DS3 provides digital channels at 44.736 Mbps for the transmission of one-way and two-way communication.

**3.2.3 OC3 Service**

OC3 provides for the direct electrical-to-optical mapping of the STS-3 signal at 155.52 Mbps with frame synchronous scrambling.

**TELECOMMUNICATIONS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2 Wholesale Local Loop Service (Cont'd)****3.2.4 OC12 Service**

OC 12 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 622.08 Mbps with frame synchronous scrambling

**3.2.5 OC48 Service**

OC48 provides for the direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2,488.32 Gbps with frame synchronous scrambling.

**3.2.6 OC192 Service**

OC192 provides for the direct electrical-to-optical mapping of the STS-192(SONET) channel of 9.953 Gbps with frame synchronous scrambling.

**3.2.7 Ethernet Transit Service**

Ethernet Transit Service is an optically switched high-speed fiber-based data service that allows a Customer to connect two Company Carrier Hotel Gateway or Exchange Points using packet-based technologies. Ethernet Transit Service is a flexible, easy to use, transport service that uses established Ethernet transport technology. Ethernet Transit Service allows Customer to connect Customer's equipment located at Company Carrier Hotel or Exchange Points with Company Wholesale Transit Services or other Customer equipment collocated at other Company Gateway locations using native Ethernet protocol. Ethernet Transit Service supports transmission speed from 1 Gbps to 100 Gbps. Ethernet Transit Service provides Customer traffic segmentation enabling private and secure transfer of Ethernet frames over a shared network. Ethernet Transit Service is offered using either the IPv4 or IPv6 protocol.

**3.2.8 Intrastate, InterLATA InterExchange Service**

VITCOM offers Intrastate, InterLATA InterExchange Service only in conjunction with its Local Exchange Services. The Company does not offer toll service on a stand-alone basis.

**3.3 Residential Service - Reserved for Future Use**

**TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – RATES****4.1 Application of Rates**

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

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

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

**Transport Channel - Fixed**

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

**Variable Mileage**

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

TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES (CONT'D)

4.2 Wholesale Transit Rates

		MAXIMUM	CURRENT RATE
<b>T-1</b>			
MRC – Fixed		\$ 140.00	\$ 120.00
MRC – Per Mile		\$ 15.00	\$ 10.00
NRC		\$2,000.00	\$1,500.00
<b>DS3</b>			
MRC – Fixed		\$2,000.00	\$1,400.00
MRC – Per Mile		\$ 50.00	\$ 40.00
NRC		\$2,500.00	\$2,000.00
<b>OC3</b>			
MRC – Fixed		\$5,000.00	\$4,000.00
MRC – Per Mile		\$ 120.00	\$ 100.00
NRC		\$4,000.00	\$3,000.00
<b>OC12</b>			
MRC – Fixed		\$7,000.00	\$6,000.00
MRC – Per Mile		\$ 250.00	\$ 150.00
NRC		\$5,000.00	\$4,000.00
<b>OC48</b>			
MRC – Fixed		\$9,000.00	\$8,000.00
MRC – Per Mile		\$ 300.00	\$ 200.00
NRC		\$6,000.00	\$5,000.00
<b>OC192</b>			
MRC – Fixed		\$11,000.00	\$10,000.00
MRC – Per Mile		\$ 350.00	\$ 250.00
NRC		\$ 8,000.00	\$ 7,000.00

TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES (CONT'D)

4.2 Wholesale Transit Rates (Cont'd)

		MAXIMUM	CURRENT RATE
<b>Ethernet Transit</b>			
<b>MRC – Fixed</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$4,000.00</b>	<b>\$3,000.00</b>
<b>MRC/per mile</b>			
<b>10GbE</b>		<b>\$ 30.00</b>	<b>\$ 20.00</b>
<b>100GbE</b>		<b>\$ 40.00</b>	<b>\$ 30.00</b>
<b>NRC</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$5,000.00</b>	<b>\$4,000.00</b>

**TELECOMMUNICATIONS SERVICES**

**SECTION 4 – RATES (CONT'D)**

**4.3 Wholesale Local Loop Service**

		<b>MAXIMUM</b>	<b>CURRENT RATE</b>
<b>T-1</b>			
MRC – Fixed		\$ 140.00	\$ 120.00
MRC – Per Mile		\$ 15.00	\$ 10.00
NRC		\$2,000.00	\$1,500.00
<b>DS3</b>			
MRC – Fixed		\$2,000.00	\$1,500.00
MRC – Per Mile		\$ 50.00	\$ 40.00
NRC		\$2,500.00	\$2,000.00
<b>OC3</b>			
MRC – Fixed		\$6,000.00	\$5,000.00
MRC – Per Mile		\$ 300.00	\$ 200.00
NRC		\$4,000.00	\$3,000.00
<b>OC12</b>			
MRC – Fixed		\$7,000.00	\$6,000.00
MRC – Per Mile		\$ 250.00	\$ 150.00
NRC		\$5,000.00	\$4,000.00
<b>OC48</b>			
MRC – Fixed		\$9,000.00	\$8,000.00
MRC – Per Mile		\$ 300.00	\$ 200.00
NRC		\$6,000.00	\$5,000.00
<b>OC192</b>			
MRC – Fixed		\$11,000.00	\$10,000.00
MRC – Per Mile		\$ 350.00	\$ 250.00
NRC		\$ 8,000.00	\$ 7,000.00

**TELECOMMUNICATIONS SERVICES**

**SECTION 4 – RATES (CONT'D)**

**4.3 Wholesale Local Loop Service (Cont'd)**

		<b>MAXIMUM</b>	<b>CURRENT RATE</b>
<b>Ethernet Transit</b>			
<b>MRC – Fixed</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$4,000.00</b>	<b>\$3,000.00</b>
<b>MRC/per mile</b>			
<b>10GbE</b>		<b>\$ 30.00</b>	<b>\$ 20.00</b>
<b>100GbE</b>		<b>\$ 50.00</b>	<b>\$ 40.00</b>
<b>NRC</b>			
<b>10GbE</b>		<b>\$3,000.00</b>	<b>\$2,000.00</b>
<b>100GbE</b>		<b>\$5,000.00</b>	<b>\$4,000.00</b>

**TELECOMMUNICATIONS SERVICES**

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**SECTION 5 – MISCELLANEOUS****5.1 Miscellaneous Services****5.1.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such service in this price list. ICB rates will be offered to the Customer in writing. All ICBs will be made available to the PSC and ORS upon request.

Contracts will be used in the circumstance of Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this price list in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

**5.1.2 PIC Change Charge**

The customer is charged \$5.00 per account for each request to change their carrier selection.

**5.1.3 Marketing Guidelines**

As a telephone utility under the regulation of the South Carolina Public Service Commission, Vitcom LLC hereby asserts and affirms that as a provider of interexchange and local exchange telecommunications services, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of the consumers in South Carolina and will comply with those marketing procedures, if any, set forth by the South Carolina Public Service Commission. Additionally, the Company will be responsible for the marketing practices of any contracted or employees, telemarketers or customer sales representatives for compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete telecommunications traffic within the State of South Carolina.

## **Proposed Access Services Tariff**

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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Vitcom LLC

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES GOVERNING THE  
PROVISION OF SWITCHED ACCESS SERVICES FOR CONNECTION TO  
COMMUNICATIONS FACILITIES WITHIN THE STATE OF SOUTH CAROLINA**

**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Subarticle 1 – Application
- Subarticle 2 – Regulations
- Subarticle 3 – Service and Rates Descriptions
- Subarticle 4 – Billing and Collections
- Subarticle 5 – Rates

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Issued: June 29, 2015

Effective:

Zalmen Ashkenazi, President  
Vitcom LLC  
1425 37<sup>th</sup> St., Suite 210  
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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**CHECK SHEET**

Sheets 1 through 71, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the Original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	26	Original	52	Original
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original	57	Original
6	Original	32	Original	58	Original
7	Original	33	Original	59	Original
8	Original	34	Original	60	Original
9	Original	35	Original	61	Original
10	Original	36	Original	62	Original
11	Original	37	Original	63	Original
12	Original	38	Original	64	Original
13	Original	39	Original	65	Original
14	Original	40	Original	66	Original
15	Original	41	Original	67	Original
16	Original	42	Original	68	Original
17	Original	43	Original	69	Original
18	Original	44	Original	70	Original
19	Original	45	Original	71	Original
20	Original	46	Original		
21	Original	47	Original		
22	Original	48	Original		
23	Original	49	Original		
24	Original	50	Original		
25	Original	51	Original		

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**TABLE OF CONTENTS**

CHECK SHEET .....1

TABLE OF CONTENTS .....2

TARIFF FORMAT.....3

EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF ..... 3

DEFINITIONS ..... 4

1.0 APPLICATION OF TARIFF .....14

2.1 REGULATIONS ..... 15

    2.2 Undertaking of the Company .....15

    2.3 Prohibited Uses .....20

    2.4 Obligations of the Customer .....20

    2.5 Customer Equipment and Channels .....24

    2.6 Customer Deposits and Advance Payments.....25

    2.7 Payment Arrangements .....25

    2.8 Allowances for Interruptions in Service .....29

    2.9 Application of Rates .....32

    2.10 Individual Case Basis (ICB) .....34

    2.11 Identification and Rating of VOIP Traffic .....34

3.1 SERVICE AND RATE DESCRIPTIONS ..... 38

    3.2 Access Services .....38

    3.3 Miscellaneous Services.....60

4.1 BILLING AND COLLECTION SERVICES .....62

    4.2 General ..... 62

    4.3 Automatic Number Identification .....62

    4.4 Billing Name and Address Service .....62

5.1 RATES..... 66

    5.2 Access Service .....66

    5.3 Miscellaneous Services .....70

    5.4 Billing and Collection Services.....71

    5.5 Local Exchange Services .....71

---

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**


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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right hand corner of the Sheet. Sheets are numbered sequentially. From time to time new Sheets may be added to the tariff. When a new Sheet is added between existing Sheets, a decimal is added to the preceding Sheet number. For example, a new Sheet added between Sheets 3 and 4 would be numbered 3.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff, with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some Sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular Sheet is the most current on file with the Commission.

**EXPLANATION OF SYMBOLS AND REFERENCE MARKS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify a changed regulation or rate structure  
 (D) - To signify discontinued material  
 (I) - To signify an increased rate  
 (M) - To signify a move in the location of text  
 (N) - To signify a new rate, service, regulation, condition or sheet  
 (R) - To signify a reduction in rate  
 (S) - To signify reissued material  
 (T) - To signify a change in text for clarification

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS**

Certain terms used generally throughout this tariff are described below:

**Access Minutes**

Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Access Tandem**

A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Act**

The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

**Access Services**

The Company's intrastate telephone services offered pursuant to this tariff.

**Automatic Number Identification (ANI)**

A multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

**Calling Party Number**

(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**Central Office**

A local company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Central Office Prefix**

The first three digits (NXX) of the seven digit telephone number assigned to an end user's local exchange service.

**Central Office Switch**

A switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or End Office which is a switching entity that is used to terminate Customer station lines for the purpose of interconnection to each other and to trunks; and, a Tandem Switch or Tandem Office or Tandem that is a switching entity that has billing and recording capabilities and is used to aggregate traffic and deliver traffic to carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

**Channel**

A communications path between two or more points of termination.

**Collocation**

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

**Common Carrier**

Denotes any individual, partnership, association, joint-stock company, trust, government entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

**Commission**

South Carolina Public Service Commission ("Commission"), the State agency responsible for the regulation of telecommunications service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**Common Channel Signaling Network**

Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

**Company**

Vitcom LLC ("Vitcom" or "Company")

**Customer**

The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Customer Designated Premises**

The premises specified by the Customer for termination of Access Services. Digital Signal Level 1 (DS1) 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. Digital Signal Level 3 (DS3) The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

**End Office Switch**

A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)****End User**

A customer of telecommunications service who is not a telecommunications carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

**Exchange**

A unit generally smaller than a Market Service Area (MSA), established by a local service provider for the administration of communications services in the specific area. One or more exchanges comprise a MSA.

**Exchange Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

**Extended Area Service (EAS)**

A switching and trunking arrangement which provides for non-optional, unlimited, two-way, flat rate calling service between two or more telephone exchanges, provided at either the applicable local exchange rate or the applicable local exchange rate plus an EAS increment rather than at the toll message rate.

**Facility or Facilities**

Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**First Point of Switching**

The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**FCC**

The Federal Communications Commission

**Intrastate Access Service**

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

**Internet Traffic**

Any traffic exchanged between Company and the customer that is originated by or delivered to an Enhanced Service Provider, including an Internet Service Provider.

**Local Access and Transport Area (LATA)**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

**Local Exchange Routing Guide (LERG)**

The telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

**Local Traffic**

Traffic, including but not limited to Internet Traffic, that is originated by a Customer, user, subsidiary or affiliate of the Customer on the customer's network or service and terminates to the Company or another customer of the Company on the Company's network, within a given local calling area, or expanded area service ("EAS") area as defined in the originating carrier's effective Customer Tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**Loss**

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

**Meet Point Billing**

A situation when two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

**MOUs**

Minutes of Use

**North American Numbering Plan (NANP)**

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

**Number Portability**

The ability of customers of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when moving from one telephone company to another.

**First Point of Switching**

The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Originating Carrier**

The carrier whose end user originates a call on the carrier's network or switching equipment.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)****Originating Direction**

The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

**Percentage of Interstate Usage (PIU)**

The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

**Percent of Local Usage (PLU)**

The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

**Point of Interconnection (POI)**

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

**Point of Termination**

The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Recurring Charges**

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)****Service Commencement Date**

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

**Service Order**

The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Serving Wire Center**

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

**Shared**

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Signaling Transfer Point (STP)**

A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

**Tandem Transit or Third Party Tandem Transit**

An arrangement that provides indirect Interconnection, via a third party's tandem, that is used by the Company and the Customer for the reciprocal exchange of local and IntraLATA Toll Traffic between their respective networks and/or service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**Telecommunications Service**

The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

**Terminating Carrier**

The carrier who terminates a call to the carrier's end user a call on the carrier's network or switching equipment.

**Termination Point**

The point of demarcation within a customer designated premises or point of interconnection at which the Company's responsibility for the provision of service ends.

**Terminating Direction**

The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

**Transmission Path**

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**Toll Traffic**

Between stations in different exchange areas for which there is a separate charge not included in contracts for local exchange service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**DEFINITIONS (CONT'D)**

**Trunk**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Trunk Group**

A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**User**

A Customer or any other person authorized by the Customer to use service provided under this tariff.

**Wire Center**

A building in which one or more end offices, used for the provision of Exchange Services, are located.

**V and H Coordinates Method**

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 1 - APPLICATION OF TARIFF**

This tariff sets forth the competitive services offerings, rates, terms and conditions applicable to Vitcom LLC ("Company") furnishing intrastate, IntraMSA and InterMSA communications services.

Except as provided in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are in use by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of South Carolina.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

**2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) The Company reserves the right to discontinue service, limit service, or to impose requirements when Customer is using the service in violation of the provisions of this tariff, or as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect of on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- (C) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in addition to other relief a court may award, if the Company prevails in the action. This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
- (D) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (E) This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. 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 the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) 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 government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stop, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Access Services; or (b) for the acts or omissions of common carriers.
- (D) 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 equipment or facilities provided by the Customer or third parties.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Liability of the Company

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 any other party or person(s), and 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 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 2.1.4(E) as a condition precedent to such installations.
- (F) 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, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (I) 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.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

2.1.6 Provision of Equipment and Facilities

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

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

(1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

2.1.8 Compliance with Telecommunications Regulations

As a telephone utility under the regulation of the Public Service Commission of South Carolina, VITCOM hereby asserts and affirms that as a reseller of intrastate telecommunications service, Vitcom will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and Vitcom will comply with those marketing procedures, if any, set forth by the Commission. Additionally, Vitcom will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Vitcom understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.2 Prohibited Uses**

- (A) 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.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**2.3 Obligations of the Customer****2.3.1 Customer Premises Provisions**

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

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Liability of the Customer**

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

**2.3.3 Jurisdictional Report Requirements**

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements (Cont'd)**

- (B) The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 5 following.
- (C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Report Requirements (Cont'd)**

- (D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.2 (A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.
- (E) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.
- (F) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.
- (G) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- (A) In order to protect the Company's facilities and personnel and the service furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer- provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

The Company does not charge its customers deposits.

2.5.1 Advance Payments

The Company does not charge its customers advance payments.

2.6 Payment Arrangements

2.6.1 Payment for Service

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

(A) Taxes

The Customer is responsible for 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 Network Services.

(B) Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.6 Payment Arrangements (Cont'd)

## 2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (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 fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - (1) a rate of one and one half percent (1 1/2 %) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty; or

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

(E) (Cont'd)

(2) the highest interest rate which may be applied under state law for commercial transactions.

Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(F) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

Any unresolved dispute may be directed in writing to:  
South Carolina Office of Regulatory Staff:  
(803) 737-5230 (Columbia, S.C.)  
1-800-922-1531 (toll-free within South Carolina)

(G) Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty-four (24) months from the date of discovery of the un-billed charges.

2.6.3 Discontinuance of Service for Cause

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving twenty-four (24) hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving twenty-four (24) hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.6 Payment Arrangements (Cont'd)

2.6.3 Discontinuance of Service for Cause (Cont'd)

- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to the following address:

Vitcom LLC  
1425 37<sup>th</sup> St.,  
Suite 210  
Brooklyn, NY 11218  
877 766 1199

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.6 Payment Arrangements (Cont'd)****2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved**

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in this tariff.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

**2.6.6 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 fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

**2.6.7 Customer Overpayment**

Customer overpayments will be credited to the Customer's account or refunded upon Customer request.

**2.7 Allowances for Interruptions in Service**

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, 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 2.7.1 for the part of the service that the interruption affects.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (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 hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, 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 below for the part of the service that the interruption affects.

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 Hours or Less**

<u>Interruption Period</u>	<u>Length of Interruption To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.7 Allowances for Interruptions in Service (Cont'd)****2.7.1 Credit for Interruptions (Cont'd)**

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

**Interruptions Over 24 Hours and Less Than 72 Hours.**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**Interruptions Over 72 Hours.** Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

**2.7.2 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;

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.7 Allowances for Interruptions in Service (Cont'd)

## 2.7.3 Limitations on Allowances (Cont'd)

- (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; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

## 2.7.4 Cancellation For Service Interruption

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

## 2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

## 2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.8 Application of Rates (Cont'd)

## 2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

## 2.8.2 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)****2.8 Application of Rates (Cont'd)****2.8.2 Mileage**

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

**2.9 Individual Case Basis (ICB)**

Arrangements will be developed on a case-by-case basis in answer 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 service in this tariff. ICB rates will be offered to the Customer in writing. Contracts will be used in the circumstance of ICB service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within ninety (90) days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

**2.10 Identification and Rating of VOIP Traffic****(A) General**

1. VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)).

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.10 Identification and Rating of VOIP Traffic (Cont'd)

## (A) General (Cont'd)

2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.
3. The rates, terms, and conditions of this section will apply to transit services provided in connection with the origination or termination of LEC-CMRS intraMTA traffic.

## (B) Rating of VOIP traffic

The relevant VOIP traffic that is identified in accordance with this tariff section will be bill at rates equal to the Company's applicable tariffed interstate access rates as specified in Section 5.1.6.

## (C) Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

- (1) The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.10 Identification and Rating of VOIP Traffic (Cont'd)

## (C) (Cont'd)

- (2) The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.
- (3) The Company will use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of:
  - (A) the customer factor and
  - (B) the Company factor times (1.0 minus the customer factor).
- (4) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs.

Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to  $40\% + (20\% \times (1.0 - 40\%)) = 52\%$ . The Company will bill 52% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.
- (5) If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

## (D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to January 1, 2012, provided that the customer provides the factor to the Company no later than April 15, 2012; otherwise the Company will set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

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Effective:

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS (CONT'D)**

## 2.10 Identification and Rating of VOIP Traffic (Cont'd)

## (E) PVU Factor Updates

The customer may update their factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised customer factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised customer factor to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

## (F) Verification of PVU

Not more than twice in any year, the Company can ask the customer to verify the customer factor that they furnished to the Company and the customer can ask the Company to verify the Company factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective Company and customer factors.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS****3.1 Access Services**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "866", "888", or "877", for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

Transit Traffic Service is an access service in which the Company transits traffic originated by a third party who is not an End User or other user of the Company's local exchange or exchange access service through its wire centers to a Customer. Transit Traffic Service is comprised of various facilities, connections, features and functions. It provides for the use of common terminating, common switching and switched transport facilities of the Company but does not include local switching.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**


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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

## (A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

## (B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.1 Access Order Service Date Intervals (Cont'd)

(B) Negotiated Interval (Cont'd)

(3) (Cont'd)

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Maximum Interval

Initial Establishment of service where Customer is:

Not yet provided with any Trunk Group service in the LATA

- Provided Trunk Group service in the LATA 6 Months
- Advance Order Interval 90 Days

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.1 Access Order Service Date Intervals (Cont'd)

## (C) Advance Order Interval (Cont'd)

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

## (1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment The minimum monthly charge for  
(Nonrefundable) the minimum period plus the  
applicable Nonrecurring Charges for  
the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.1 Access Order Service Date Intervals (Cont'd)

## (C) Advance Order Interval (Cont'd)

## (2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

## 3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

## 3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives notice from the Customer that the order is to be canceled. If a Customer or a Customer's end user is unable to accept Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.3 Cancellation of an Access Order (Cont'd)

- (A) - The Access Order shall be canceled and charges set forth in (B) following will apply, or Billing for the service will commence. If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31<sup>st</sup> day beyond the original service date of the Access Order.
- (B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
  - (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stop and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

## 3.1.1.4 Minimum Period

- (A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.4 Minimum Period (Cont'd)

## (B) (Cont'd)

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

## 3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows: For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

## 3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.1 Access Order Service Date Intervals (Cont'd)

## 3.1.1.6 Nonrecurring Charges (Cont'd)

## (1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

## (2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) proceeding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

## (a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.1 Access Service Order (Cont'd)

## 3.1.1.1 Access Order Service Date Intervals (Cont'd)

## 3.1.1.6 Nonrecurring Charges (Cont'd)

## (2) Service Rearrangements (Cont'd)

## (b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

## 3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased. If the order for additional capacity has not been received by the Company within fifteen (15) days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.2 Rate Categories

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

- 500 - access capacity for carrying only 500 traffic
- 700 - access capacity for carrying only 700 traffic
- 800 - access capacity for carrying only 800 traffic
- 900 - access capacity for carrying only 900 traffic

1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

**(A) Manner of Provision**

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in 5.2 following.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.2 Rate Categories (Cont'd)

## (A) Manner of Provision (Cont'd)

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

## 3.1.3 Switched Access Services

There are five rate categories which apply to Switched Access Service:

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

## (A) Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch (es) and/or between the Company's tandem switch (es) and other carriers' end office switches.

Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities.

Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.3 Switched Access Services (Cont'd)

## (A) Switched Transport (Cont'd)

When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in 5.1.3 following.

## (1) Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building.

## (2) Direct Trunked Transport

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig-E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.3 Switched Access Services (Cont'd)

## (A) Switched Transport (Cont'd)

## (3) Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in 6.5 following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination
- Signaling System 7 (SS7) Signaling

## (4) Termination and Transport

Termination and transport service is comprised of the connections and facilities between the Company's end office or tandem switches and a Customer's point of presence.

## (B) End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate includes the Local Switching, Carrier Common Line and Common Port rate elements.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.3 Switched Access Services (Cont'd)

## (B) End Office (Cont'd)

## (1) Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC.

## (2) Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

## (3) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

3.1 Access Services (Cont'd)

3.1.3 Switched Access Services (Cont'd)

(B) End Office (Cont'd)

(4) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

(5) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 8 following.

(6) Obligations of the Customer

- (a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.
- (b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.3 Switched Access Services (Cont'd)

## (7) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

## 3.1.4 Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten (10) miles), Termination and Multiplexing rate elements.

## (1) Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office. Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- (a) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.4 Tandem Switching

## (1) Tandem-Switched Transport Services

- (c) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 5. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- 1) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- 2) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly.
- 3) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 5. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.4 Tandem Switching (Cont'd)

## (2) Cross Connects

This service connects two facilities from the same customer or facilities from two different customers in the Company's central office(s). Cross connect service is provided at a DS1, DS3, OCX, or GigE level.

## 3.1.5 Other Rate Categories

## (A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. It provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

## (1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in South Carolina.

## (2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.4 Other Rate Categories

## (B) Local Exchange Service (Reciprocal Compensation)

## 1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of South Carolina.

## 2) Description

Local Exchange Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of South Carolina and terminate to the Company's end users in the State of South Carolina. Local Exchange Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of South Carolina and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Service provides a transmission path between the POI and the Company's end user. In the absence of negotiated arrangements between the Company and a common carrier, the Company's reciprocal compensation arrangements to common carriers will be no higher than those of the incumbent carrier providing service in the region.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.4 Other Rate Categories

## 3) Obligations of the Local Exchange Provider

- (a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.
- (b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

## 4) Rating of Local Exchange Service

For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

## 5) Rate Regulations

Local Exchange Service will consist of the following rate categories.

## (a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in Section 5 following, for the completion of calls from an authorized local exchange provider end-user to a Company end-user. Any calls completed to the Company that were originated from the incumbent local exchange carrier in a given LATA and delivered by the incumbent directly to the Company will be billed at the reciprocal compensation, regardless of the point of origination of the call within the LATA.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.1 Access Services (Cont'd)

## 3.1.4 Other Rate Categories (Cont'd)

## (B) Local Exchange Service (Cont'd)

## 5) Rate Regulations (Cont'd)

## (b) Direct Trunked Transport

Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5 of this tariff. A Customer may use a single Direct Trunk in conjunction with Local Exchange Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

## (c) Service Orders

The Service Order charges as specified in Section 5 of this tariff will apply on a per order basis.

## (d) Other Standard Charges

Standard charges set forth in Section 5 do not apply to Local Service, except for the specific rate elements identified in (b) and (c) above.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.2 Miscellaneous Services

## 3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs. New end users subscribing to the Company's Local Exchange Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5, applies. This charge is billed to the end user that is the subscriber to the Local Exchange Service and applies only for selection of an IC which provides only intrastate service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 3 - SERVICE AND RATE DESCRIPTIONS (CONT'D)**

## 3.2 Miscellaneous Services (Cont'd)

## 3.2.2 Number Portability

## (A) General

Number Portability is a service arrangement provided by the Company to subscribers of the Company's Local Exchange Access Service. Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the customer remains at the same location.

Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

Number Portability provides a single call path for the forwarding of no more than one simultaneous call to the forwarding call number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at an additional charge.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

## (B) Rate Regulations

Number Portability will consist of the following rate categories.

## 1) Service Orders

Service Order charges as specified in Section 5 of this tariff may apply on a per order basis.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 4 - BILLING AND COLLECTION SERVICES****4.1 General**

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

**4.2 Automatic Number Identification**

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

**4.2.1 Rate Regulations**

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3.2 will apply for each ANI record delivered to the Customer.

**4.3 Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 4 - BILLING AND COLLECTION SERVICES**

## 4.3 Billing Name and Address Service (Cont'd)

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products. BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages. BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

## 4.3.1 Undertaking of the Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service as set forth in 4.1.2 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.
- (C) The Company will specify the format in which requests and tapes are to be submitted.
- (D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including nonpublished and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 4 - BILLING AND COLLECTION SERVICES**

4.3 Billing Name and Address Service (Cont'd)

4.3.1 Undertaking of the Company (Cont'd)

- (E) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.3.2 Obligations of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (B) A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- (C) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (D) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 4 - BILLING AND COLLECTION SERVICES**

## 4.3 Billing Name and Address Service (Cont'd)

## 4.3.2 Obligations of the Customer (Cont'd)

- (E) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- (F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

**SECTION 5 – RATES**

5.1 Access Service

5.1.1 Service Orders

(A) Service Implementation	Nonrecurring Charge	Maximum Rate
(1) Installation Charge -Per circuit	\$250	\$400

5.1.2 Switched Access Service

	Per Access Minute	Maximum Rate Per MOU
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Tandem Access (Originating)	\$0.002687	\$0.002687
Tandem Access (Terminating)	***	***
End Office Access (Originating)	\$0.005683	\$0.005683
End Office Access (Terminating)	***	***
Transport and Termination	\$0.000233	\$0.000233

5.1.3 Local Transport

(A) Entrance Facility	Monthly Recurring	Maximum Rate
(1) DS1 -Per Point of Termination	\$150.00	\$300.00
(2) DS3 -Per Point of Termination	\$1250.00	\$2500.00
(B) Direct Trunked Transport	Facility Mileage Per Mile	Maximum Rate
DS1	\$5.00	\$10.00
DS3	\$100.00	\$200.00
	Rate Per Call Blocked	Maximum Rate
(C) Network Blocking Charge <sup>1</sup>	\$0.01	\$0.02
(D) Chargeable Optional Features		
(1) SS7 Signaling Option Conversion, non-recurring	\$0.00	\$0.00
(2) Change in Point Code -Per change	\$200.00	\$300.00

<sup>1</sup>Applies to FG D only  
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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 5 – RATES**

5.1 Access Service (Cont'd)

5.1.3 Local Transport (Cont'd)

- |  |          |           |
|--|----------|-----------|
| (E) Multiplexing<br>DS3 to DS1, per multiplexer          | \$750.00 | \$1400.00 |
| (F) Dedicated Switch Port<br>Per DS1 port                | \$10.00  | \$20.00   |
| (G) Non-chargeable Optional Features                     |          |           |
| (1) Supervisory Signaling                                |          |           |
| DX Supervisory Signaling arrangement                     |          |           |
| -Per Transmission Path                                   |          |           |
| SF Supervisory Signaling arrangement                     |          |           |
| -Per Transmission Path                                   |          |           |
| E&M Types I, II, & III Supervisory Signaling arrangement |          |           |
| -Per Transmission Path                                   |          |           |
| (2) Signaling System 7                                   |          |           |
| -Per signaling connection arranged                       |          |           |
| (3) 64 kbps Clear Channel Capability                     |          |           |
| -Per Transmission Path                                   |          |           |

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 5 – RATES**

5.1 Access Service (Cont'd)

5.1.4 End Office

(1) Common Switching Chargeable Optional Features

	Rate	Maximum Rate
Automatic Number Identification/ SS7 Charge Number		
-Per Attempt	\$0.0025	\$0.005

(2) Common Switching Non-Chargeable Optional Features

Service Class Routing  
(available with FGD)  
-Per Transmission Path Group

Alternate Traffic Routing  
(available with FGD)  
-Per Transmission Path Group

International Carrier Option  
(available with FGD)  
-Per End Office and Access Tandem

SS7 Signaling Option  
-Calling Party Number  
(available with FGD)

-Carrier Selection Parameter  
(available with FGD)

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 5 – RATES**

5.1 Access Service (Cont'd)

5.1.4 End Office (Cont'd)

(3) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,  
Terminating or Two-Way Operation  
(available with FGD)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

(4) Non-Chargeable SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)

**CARRIER TO CARRIER ACCESS SERVICES TARIFF**

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**SECTION 5 – RATES**

5.1 Access Service (Cont'd)

5.1.5 Toll Free Data Base Access Service

	Rate	Maximum Rate
(A) Customer Identification		
- Per Query	\$0.0045	\$0.009
(B) Toll Free Number Reservation		
- Per Toll Free Number	\$1.00	\$1.00

5.1.6 VOIP Traffic Service

Tandem Service	***	***
End Office Service	***	***

5.2 Miscellaneous Services

5.2.1 Presubscription Non-Recurring

	Charge	Maximum Rate
Presubscription, -Per Telephone Exchange Service		
Line or Trunk, Manual	\$1.25	\$2.50
-Per Telephone Exchange Service Automatic	\$0.00	\$0.00

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**CARRIER TO CARRIER ACCESS SERVICES TARIFF****SECTION 5 – RATES**

5.2	Miscellaneous Services (Cont'd)	Charge	Maximum Rate
5.2.2	Per-Call Payphone Recovery Recurring Charge per call	\$0.65	\$0.65
5.2.3	LNP Query per query	\$0.002	\$0.004
5.3	Billing and Collection Services		
5.3.1	Recording -Per Customer Message	\$0.025	\$0.05
5.3.2	Automatic Number Identification -Per Attempt	\$0.020	\$0.04
5.3.3	Billing Name and Address Mechanized Transaction - Service Establishment Charge	\$125.00	\$250.00
	- Query Charge Per Telephone Number	\$0.20	\$0.40
5.4	Local Exchange Service		
	per MOU	\$0.0007	\$0.0007

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