

**BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION**

**REQUEST TO AMEND CERTIFICATE OF MATRIX TELECOM, INC.**

and

**PETITION FOR LEAVE TO TRANSFER CUSTOMERS and  
CANCELLATION OF CERTIFICATE  
of  
TNCI OPERATING COMPANY, LLC  
to  
MATRIX TELECOM, LLC.  
(Formerly known as Matrix Telecom, Inc.)**

RECEIVE

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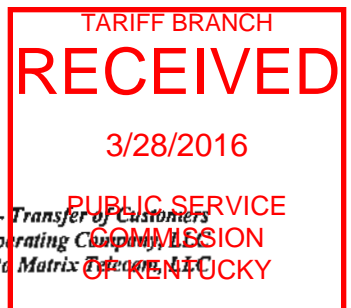
PUBLIC SERVICE  
COMMISSION

Matrix Telecom, Inc. ("Matrix") and TNCI Operating Company, LLC ("TNCI OpCo") hereby notify the Commission of the: (1) conversion of Matrix Telecom, Inc. to Matrix Telecom, LLC; (2) transfer of customers from TNCI OpCo to Matrix; and (3) cancellation of the authority of TNCI Operating Company, LLC concurrently with the approval of this request.

**I. THE PARTIES**

TNCI OpCo is a Delaware limited liability company formed on January 9, 2013. Its principal offices are located at 114 E. Haley Street, Suite 1, Santa Barbara, California 93101. The company was authorized on April 30, 2013 to provide competitive local exchange services in Docket No. TFS2013-00234, interexchange services in Docket No. TFS2013-00235 and access services in Docket No. TFS2013-00236. TNCI OpCo currently offers local, interexchange and wholesale service within the state of Kentucky. TNCI OpCo is a wholly owned subsidiary of TNCI Impact, LLC.

Matrix is a Texas corporation formed on June 13, 1990. Its principal offices are located at 433 East Las Colinas Boulevard, Suite 500, Irving, Texas 75039. The company was originally authorized to provide interexchange services pursuant to Certificate No. 90-270 issued March 13, 1991. The Company also received Commission approval to provide resold and facilities-based competitive local exchange services on May 10, 2005 in Docket No. TFS2005-00386. Matrix currently offers presubscribed interexchange and local services in Kentucky. Matrix is a wholly owned subsidiary of TNCI Impact, LLC.



*Kentucky Petition - Transfer of Customers  
of TNCI Operating Company, LLC  
to Matrix Telecom, LLC*

## II. THE CONVERSION OF MATRIX TELECOM, INC.

On December 28, 2015 Matrix Telecom, Inc. converted from Matrix Telecom, Inc. to Matrix Telecom, LLC with the Texas Secretary of State as part of its overall organizational transformation. On February 2, 2016 the company received approval from the Kentucky Secretary of State to convert their Certificate of Authority from Matrix Telecom, Inc. to Matrix Telecom, LLC (see Exhibit A). Accordingly, the Company respectfully requests that the Commission amend and reissue its Certificate of authority under the name of Matrix Telecom, LLC.

## III. THE TRANSACTION

The customers of TNCI OpCo will be transferred to Matrix beginning on or about March 1, 2016 pending all regulatory approvals. Following the transaction, these customers will be served by Matrix. Matrix will revise its tariffs to incorporate the applicable transferred services upon completion of the transfer. TNCI OpCo will cease to operate after that point in time. This filing also requests the cancelation of the TNCI OpCo authority concurrently with the approval of this customer transfer. Upon completion of the transfer, Matrix will continued to be a wholly owned subsidiary of TNCI Impact, LLC.

Exhibit B contains an overview of the pre and post corporate structure of TNCI Impact, LLC once the transfer and merger is completed.

## IV. CUSTOMER IMPACT

The transition to Matrix will be virtually transparent to most customers. TNCI OpCo's customers will not incur any charges as a result of the change in service provider to Matrix.

Written notice of the proposed transfer was provided to TNCI OpCo's customers on or about January 28, 2016. The customer notification advised customers of the following: (1) the pending change of their interexchange service carrier selection to Matrix; (2) there will be no interruption of their service; (3) either there will be no change to rates, terms or conditions of service; (4) there will be no charges associated with their change to Matrix as their interexchange carrier; (5) they have the option to select a different service provider if they prefer, with no penalty from TNCI OpCo. The notification also included the toll free numbers which customers may call for more information. A copy of the customer notification is attached as Exhibit C.



**V. CONTACT INFORMATION**

Correspondence with regard to this filing should be sent to:

Thomas M. Forte  
Consultant to the TNCI Impact, LLC, Matrix  
Telecom, LLC and TNCI Operating Company, LLC  
Technologies Management, Inc.  
2600 Maitland Center Parkway, Suite 300  
Maitland, FL 32751  
Telephone: 407-740-3001  
Facsimile: 407-740-0613  
Email: tforte@tminc.com

with a copy sent to

Alex Valencia  
Vice President - Government Affairs & Compliance  
Impact Telecom  
433 East Las Colinas Blvd.  
Suite 500  
Irving, TX 75039  
Telephone: 972-910-1720  
Facsimile: 972-910-1490  
Email: avalencia@impacttelecom.com

**VI. PUBLIC INTEREST STATEMENT**

The proposed customer transfer is an internal corporate reorganization that will reduce costs and provide enhanced operational and economic efficiencies for Matrix. The resulting savings will provide greater opportunities to improve the services available to its customers. Consequently, granting this Application is consistent with the public interest.


**WHEREFORE**, for the reasons stated above, Matrix Telecom, LLC and TNCI Operating Company, LLC submit that the public interest, convenience and necessity would be furthered by a grant of this Petition and respectfully request approval of: (1) the conversion of Matrix Telecom, Inc. to Matrix Telecom, LLC; (2) the transfer of customers from TNCI OpCo to Matrix; and (3) the cancellation of TNCI OpCo's Certificate of authority concurrently with the approval of this transfer.



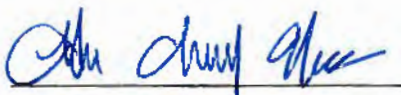
STATE OF COLORADO  
COUNTY OF ARAPAHO

VERIFICATION

I, Robert Beaty, hereby declare, under penalty of perjury, that I am Chief Executive Officer of TNCI Impact, LLC the parent company of both Matrix Telecom, Inc., Matrix Telecom, LLC and TNCI Operating Company, LLC, that I am authorized to make this verification on behalf of the named companies; that I have read the foregoing Petition; and that the facts stated therein are true and correct to the best of my knowledge, information and belief.

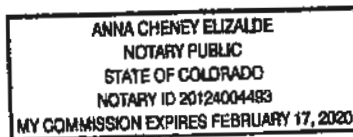
  
Robert Beaty  
Chief Executive Officer  
TNCI Impact, LLC

Sworn to and subscribed before me this 15<sup>th</sup> day of March, 2016

  
Notary Public

My Commission expires:

2/17/2020



*Kentucky Petition - Transfer of Customers  
of TNCI Operating Company, LLC  
to Matrix Telecom, LLC*



**KENTUCKY TELECOMMUNICATIONS TARIFF**

Rates, Terms and Conditions  
Relating to the Provision of Interexchange Service in the State of Kentucky

**TNCI Operating Company LLC**

114 E. Haley Street, Suite A  
Santa Barbara, CA 93101

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Interexchange telecommunications Services provided by TNCI Operating Company LLC ("TNCI") within the State of Kentucky. Please note this Tariff is on file with the Public Service Commission of the State of Kentucky ("Commission"). In addition, Tariff may be inspected during normal business hours at TNCI's principal place of business at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101. Questions regarding this Tariff should be addressed to Stefanie Edwards, VP Operations at (805) 560-8014 or via postal service at TNCI's principal business address.

Issued: March 29, 2013

Effective: April 30, 2013

Issued by: Jeff Compton, President/CEO  
114 E. Haley Street, Suite A  
Santa Barbara, CA 93101



**CHECK SHEET**

The Title Sheet and Sheets 1 through 52 of this Tariff are as follows:

Sheet No.	Sheet Version	Sheet No.	Sheet Version
Title	Original		
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
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10	Original	40	Original
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12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original	49	Original
20	Original	50	Original
21	Original	51	Original
22	Original	52	Original
23	Original		
24	Original		
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26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

\* Indicates sheet included in this filing

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS**

- (C) To signify a changed regulation.
- (D) To signify a discontinued regulation.
- (I) To signify increased rate.
- (M) To signify material relocated from or to another location.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate.
- (S) To signify a correction or reissued matter.
- (T) To signify a change in text only.

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**TARIFF FORMAT**

- A. (Sheet / Page – choose one) - Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. (Sheet / Page Revision – choose one) - 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 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a) I.
  - 2.1.1.A.1.(a) I.(i).
  - 2.1.1.A.1.(a) I.(i) (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. All revisions made in a given filing are designated by and asterisk (\*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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**APPLICATION OF TARIFF**

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Interexchange Telecommunications Services offered by TNCI to Customers in the State of Kentucky, subject to availability.
- B.** TNCI has been granted authority to provide Interexchange Service in the areas served by Verizon and AT&T.
- C.** The rates and regulations contained in this Tariff apply only to the Intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Tariff does not cover any information service or other unregulated service offered by TNCI. TNCI will offer any information or other unregulated service in accordance with TNCI's current price list or contract, whichever applies to the particular Customer.
- D.** TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by TNCI to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by TNCI may be defined in the sections applicable to that Service.

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Automatic Number Identification (ANI):** Calling telephone number identification, which will be forwarded to Carriers' network by the Local Exchange Company (LEC) as a call is placed.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to TNCI for Services provided as set forth in this Tariff.

**Authorization Code:** A numerical code, one or more of which are available to Customer to enable it to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify Customer for billing purposes.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

**Basic Interexchange Service:** Service that includes the following: Switched 1 + Dialing Dedicated 1 + Dialing Travel Cards Switched Toll-Free Dedicated Toll-Free Enhanced Services Directory Assistance

**Business Customer:** A Business Customer is a Customer who subscribes to TNCI's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature. **Please note: TNCI only offers Service(s) to business customers; TNCI does not offer Service(s) to residential customers.**

**Called Station:** The terminating point of a call (i.e., the called number).

**Calling Card:** Billing arrangement by which a call may be charged to an authorized carrier's calling card account.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Carrier:** An entity certified by the Commission to provide telecommunications Services within the State of Kentucky.

**Central Office:** A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

**Collect Call:** Billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called station.

**Channel:** A communications path between two or more points of termination.

**Commission:** State of Kentucky Public Service Commission.

**Contract Service Arrangement:** Agreement in which Carrier provides services under specific terms and conditions of this Tariff.

**Customer Dialed Direct:** Service where the person originating the call dials the telephone number desired, completing the message without the assistance of an Operator and the message is billed to the originating number.

**Customer:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of TNCI. Please note, TNCI only offers Service(s) to business customers within the State of Kentucky.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to TNCI's Services.

**Dedicated Access:** An arrangement whereby the facilities used between the Customer's premises and the TNCI point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

**Directory Listing:** The publication in alphabetical directory published by an incumbent local exchange carrier ("LEC") of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or TNCI's operator.

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of TNCI under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

**Facility or Facilities:** Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by TNCI and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Force Majeure:** Causes beyond TNCI's 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 TNCI, or of any department, agency, commission, bureau, corporation related thereto.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service.

**Interexchange:** Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**Joint User:** An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**LATA (Local Access and Transport Area):** A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier ("LEC"):** A company that furnishes Local Exchange telecommunications Service.

**Local Exchange Service Area:** The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of TNCI or of other telephone companies.

**Minimum Service Period:** The minimum period of time during which Customer is obligated to pay for services provided by the Company.

**Operator Assisted:** Service where the person originating the call requests the Operator to reach a particular number.

**Presubscription:** A switched access arrangement whereby the Customer directs the local telephone company to route all long distance telephone calls to the Company.

**Point of Presence:** The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls.

**Premises:** The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

**Responsible Organization ("Resp. Org."):** Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

**Service(s):** The intrastate telecommunications Service(s) that TNCI offers as set forth in this Tariff.

**Special Promotional Offering -** Special discounts and/or other modifications of the Company's standard service offerings which may be offered, from time to time, to Customers.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued**

**Station:** Telephone equipment from or to which calls are placed.

**Switched Access:** Switched Access - An access arrangement whereby the Customer uses common lines provided by a local access provider to access TNCI's network.

**Telecommunications:** The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**TNCI:** TNCI Operating Company LLC ("TNCI").

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

**Underlying Carrier:** The telecommunications carrier whose network facilities provide the technical cap ability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**User:** A Customer or any other person authorized by the Customer to use Service provided under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF TNCI**

**2.1.1. Scope**

- A. TNCI undertakes to furnish competitive Intrastate Interexchange telecommunications Services within the State of Kentucky pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. TNCI is responsible under this Tariff only for the Services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to TNCI network in order to originate or terminate its own services, or to communicate with its own customers.
- C. TNCI offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. TNCI does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. TNCI's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. TNCI may, at TNCI's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

**2.1.2. Shortage of Equipment or Facilities**

- A. TNCI reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by TNCI, when necessary because of lack of Facilities, or due to some other causes beyond TNCI's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of TNCI's Facilities as well as Facilities TNCI may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of TNCI.
- C. Notwithstanding anything else in this Section, the quality of Service should meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF TNCI, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30-days; or as reflected in a separate agreement.
- B. 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; further, Customers will also be required to execute any other documents as may be reasonably requested by TNCI.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30-days' written notice. Any termination shall not relive the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination. Or as reflected in a separate agreement.
- D. This Tariff shall be interpreted and governed by the laws of the State of Kentucky.
- E. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from TNCI. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any Services in order to have the right to obtain Service directly from TNCI.
- F. To the extent that either TNCI or any other telephone TNCI exercises control over available cable pairs, conduit, duct space, raceways, or other Facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which TNCI makes similar Facilities under its control available to its Customers. At the reasonable request of either party, TNCI and the other telephone TNCI shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF TNCI, Continued**

**2.1.4. Liability of TNCI**

Because the Customer has exclusive control of its communications over the Services furnished by TNCI, and because interruptions and errors incident to these Services are unavoidable, the Services TNCI furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

**A. Liability for Service Disruption** - The liability of TNCI 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 act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of TNCI. TNCI will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any TNCI Service, equipment, or Facilities, or the acts or omissions or negligence of TNCI's employees or agents.

**B. Indemnification** - TNCI will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless TNCI from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. **Circumstances Beyond TNCI's Control** - TNCI 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 TNCI, 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 military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve TNCI's employees

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF TNCI, Continued**

**2.1.4. Liability of TNCI, Continued**

**B. Indemnification, Continued**

2. Acts of Other Entities - TNCI shall not be liable for: (a) any act or omission of any entity furnishing TNCI or TNCI's Customers facilities or equipment used for or with the Services TNCI offers, or (b) for the acts or omissions of other Carriers or warehousemen.
3. Acts of the Customer - TNCI shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer- provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from TNCI by the Customer.
4. Damage to Customer's Premises - TNCI shall not be 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 TNCI's agents or employees.
5. Liability for Acts of Other Carriers or Companies - TNCI shall not be liable for any act or omission of any other TNCI or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with TNCI Services.
6. Liability for Transmission Errors - TNCI shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of TNCI, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had TNCI-provided equipment been used.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF TNCI, Continued**

**2.1.4. Liability of TNCI, Continued**

**B. Indemnification, Continued**

7. Disconnection of Service - TNCI shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - TNCI shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - TNCI shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - TNCI shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of TNCI, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - TNCI shall not be liable for unlawful acts of TNCI's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - TNCI shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as TNCI has complied with any applicable rules and regulation related thereto; or
13. Fees - TNCI shall not be liable for fees TNCI delivered to a jurisdiction in question and not returned to TNCI; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF TNCI, Continued**

**2.1.4. Liability of TNCI, Continued**

**B. Indemnification, Continued**

- 14. Caller ID Blocking - TNCI shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or conduct by TNCI; or,
- 15. Unauthorized Use - TNCI shall not be liable for any unauthorized use of the Service provided to Customer.

**C. Limitations of Damages and of Period for Bringing Claims** - The entire liability of TNCI for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to TNCI by the Customer for the specific Services giving rise to the claim, and no action or proceeding against TNCI shall be commenced more than one (1) year after the Service related to the claim is rendered. Or as reflected in a separate agreement.

**D. Service Installation and Operation** - TNCI does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold TNCI harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by TNCI at such locations.

**E. Notice of Temporary Disconnection** - TNCI will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair TNCI's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.1. UNDERTAKING OF TNCI, Continued****2.1.4. Liability of TNCI, Continued****E. Notice of Temporary Disconnection, Continued**

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.

**F. Connection to TNCI's Network** - TNCI shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to TNCI's network.

**G. EXPRESS AND IMPLIED WARRANTIES** - TNCI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TNCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TNCI MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES TNCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

**H. Errors in Billing** - The liability of TNCI for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.1. UNDERTAKING OF TNCI, Continued**

**2.1.4. Liability of TNCI, Continued**

I. **Emergency 911 Service** – Emergency 911 calls are not routed to TNCI, but are completed through the local network at no charge.

**2.1.5. Service-Affecting Activities**

TNCI will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance. Or, as appears in any separate agreement.

**2.1.6. Provision of Equipment and Facilities**

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

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

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

**2.2.2. Compliance Letter Required**

TNCI may require Applicants for Service who intend to use TNCI's offerings for resale and/or for shared use to file a letter with TNCI confirming that their use of TNCI's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

**2.2.3. No Interference**

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by TNCI. TNCI may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.2.4. Assignment Provisions**

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 TNCI. TNCI will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to TNCI for regulated communications 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. PROHIBITED USES, Continued****2.2.5. Service Used for Compensation**

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

**2.2.6. Service Used to Annoy or Harass**

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

**2.2.7. Service Used for Impersonation or Lewd or Obscene Purposes**

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

**2.2.8. Service Used Without Payment**

The use of TNCI's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. PROHIBITED USES, Continued**

**2.2.9. Rights and Titles Remain with TNCI**

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Service. All rights, titles and interests remain, at all times, solely with TNCI.

**2.2.10. Use of Resold Services from Other Providers**

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available Tariffs.

**2.2.11. Use for Solicitation by Recorded Messages**

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. OBLIGATIONS OF THE CUSTOMER**

**2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and or contract;
- B. The Customer is responsible for the payment of charges for visits by TNCI's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with TNCI. TNCI has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by TNCI.
- D. A maximum charge of \$25.00 may be assessed for checks with insufficient funds or non-existing accounts.
- E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-TNCI Operating Company LLC affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to TNCI or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by TNCI or its affiliates.

**2.3.2. Identification** – The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon TNCI request, and for establishing identity as often as is necessary during the course of a call to TNCI or when seeking credits from TNCI.

**2.3.3. Compliance with Regulations** – The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

**2.3.4. Compliance with Law** – The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and TNCI.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.3.5. Relationship** – A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and TNCI is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of TNCI. Nothing in this Tariff constitutes an endorsement by TNCI of any activity, service or product of Customer or Authorized Users.

**2.3.6. Claims** – With respect to any Service provided by TNCI, the Customer shall indemnify, defend and hold harmless TNCI from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of TNCI or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining TNCI-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which TNCI furnished in a manner TNCI did not contemplate and over which TNCI exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted via TNCI's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by TNCI pursuant to this Tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. PAYMENT ARRANGEMENTS****2.4.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by TNCI in its sole discretion to sign an application form requesting TNCI to furnish Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by TNCI, together with the provisions of this Tariff, establishes the Contract between TNCI and the Customer, which may not be assigned or transferred in any manner.
2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and / or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. TNCI may refuse to establish Service if any of the following conditions exist:
  - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with TNCI for payment; or
  - (b) A condition exists which in TNCI's judgment is unsafe or hazardous to the Applicant, the general population, or TNCI's personnel or facilities; or
  - (c) Refusal by the Applicant to meet the credit criteria;
  - (d) The Applicant is known to be in violation of TNCI's Tariffs filed with the Commission; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. PAYMENT ARRANGEMENTS, Continued**

**2.4.1. Establishment of Service, Continued**

**A. Application for Service, Continued**

**3. TNCI may refuse to establish, Continued**

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by TNCI as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) TNCI may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

**B. Establishment of Credit**

- 1. Request for Service under this Tariff will authorize TNCI to conduct a credit search on the Customer. TNCI may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2. In order to assure the proper payment of all Customer-incurred charges for Service, TNCI will require Applicants for Service and Customers to establish and maintain acceptable credit.
- 3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer- incurred charges for Service rendered by TNCI.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. PAYMENT ARRANGEMENTS, Continued**

**2.4.1. Establishment of Service, Continued**

**B. Establishment of Credit, Continued**

4. TNCI may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone TNCI until, at the option of TNCI, the Applicant pays any past due bill and/or makes deposit arrangements suitable to TNCI.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which TNCI may refuse to provide or continue Service pursuant to District of Columbia law.
6. An existing Customer may be required to reestablish when any of the following conditions occur:
  - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by TNCI for nonpayment two (2) times; or
  - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by TNCI or TNCI provides evidence that the Customer used a device or scheme to obtain Service without payment; or
  - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
  - (d) At any time during the term of the agreement the customers exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. PAYMENT ARRANGEMENTS, Continued**

**2.4.1. Establishment of Service, Continued**

**B. Establishment of Credit, Continued**

- 8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
- 9. If a Customer fails to reestablish credit as required by TNCI, Service may be disconnected pursuant to Commission rule(s) and state laws, if any.

**2.4.2. Payment for Service**

- A. Service Charges** - The Customer is responsible for the payment of all charges for Services furnished by TNCI to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. 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 TNCI's net income) imposed on or based upon the provision, sale or use of TNCI's Services.
- C. Changes in Service Requested** - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge** - Checks presented in payment for Services and subsequently returned to TNCI by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge up to the maximum allowed by Commission rule, per Customer per check.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. PAYMENT ARRANGEMENTS, Continued**

**2.4.3. Billing and Collection of Charges**

Recurring charges are billed monthly in arrears. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Billing is payable upon receipt and past due pursuant to Commission rules and State rules, if any. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will back-bill in accordance with the Commission's rules. Or, as appears in any separate agreement.

**2.4.4. Advance Payments**

TNCI does not require advance payments.

**2.4.5. Deposits**

TNCI does not require deposits.

**2.4.6. Disputed Bills**

The Customer is responsible for notifying TNCI in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and TNCI as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by TNCI:

- A. Customer requests and TNCI will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to disconnection if TNCI has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of TNCI, Customer may appeal to Commission for its investigation and decision.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. PAYMENT ARRANGEMENTS, Continued****2.4.6. Disputed Bills, Continued**

TNCI will respond to the Commission's requests for information within the timeframe specified by the Commission. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and TNCI, and require disbursement according to those results. After the investigation and review are completed by TNCI as noted in subsection "A" above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date TNCI notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill. Or subject to state law.

The address and telephone number of the Commission are:

**Kentucky Public Service Commission**  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615  
Telephone – (502) 564-3940

**2.4.7. Late Payment Charges**

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

**2.4.8. Credit Limit**

TNCI may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.4.9. The Issuance of Credit or Payments**

Customers may contact TNCI for resolution of billing disputes by telephone to TNCI's Customer Service Department at (800) 800-8400 or in writing addressed to the attention of TNCI Customer Service at 114 E. Haley Street, Suite A, Santa Barbara, CA 93101. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST).

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. INTERRUPTIONS OF SERVICE**

**2.5.1. General**

- A. TNCI may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. TNCI shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify TNCI of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. 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 TNCI under this Tariff.
- D. If the Customer reports to TNCI that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by TNCI or an agent of TNCI, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by TNCI to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than TNCI, including, but not limited, to the Customer.

**2.5.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. INTERRUPTIONS OF SERVICE, Continued**

**2.5.2. Limitations of Allowances, Continued**

- D. During any period in which TNCI is not given full and free access to TNCI- provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to TNCI for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when TNCI, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

**2.5.3. Use of Another Means of Communications**

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

**2.5.4. Application of Credits for Interruptions in Service**

Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will 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. Credit will be given only for that portion of the Customer's Service affected by the interruption.

**2.5.5. Credit Allowance for Interruptions in Service**

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by TNCI as follows:

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. INTERRUPTIONS OF SERVICE, Continued**

**2.5.5. Credit Allowance for Interruptions in Service, Continued**

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

**2.6. RESTORATION OF SERVICE**

**2.6.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

**2.6.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant.

**2.6.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a TNCI Service order, Service will be restored only upon the basis of application for new Service.

**2.6.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills must pay the unpaid balance before Service is restored.

**2.6.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, TNCI may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

**2.6.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.7. USE OF CUSTOMER'S SERVICE BY OTHERS**

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. TNCI will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

**2.8. CANCELLATION OF SERVICE BY CUSTOMER**

**2.8.1.** Customer may cancel Interexchange Service by providing written notice to TNCI thirty (30) days prior to cancellation; or, pursuant to applicable term(s) of any service contract between Customer and TNCI.

**2.8.2.** Customer is responsible for usage charges while still subscribed to TNCI's Service and for the payment of associated Interexchange TNCI charges, if any, for Service charges.

**2.8.3.** Any cost of TNCI expenditures shall be borne by the Customer if:

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by TNCI and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

**2.9. CANCELLATION OF SERVICE BY TNCI****2.9.1. Discontinuance Without Notice**

TNCI reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CANCELLATION OF SERVICE BY TNCI, Continued**

**2.9.1. Discontinuance Without Notice, Continued**

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of TNCI, to TNCI's equipment, the public or to employees of TNCI; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits TNCI from furnishing such Service; or
- C. For unlawful use of the Service or use of the Service for unlawful purposes; or
- D. When necessary for TNCI to comply with any order or request of any governmental authority having jurisdiction; or
- E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

**2.9.2. Discontinuance With Notice**

TNCI may discontinue Service according to the following conditions upon ten (10) days written notice:

- A. For violation of TNCI's filed Tariffs; or
- B. For the non-payment of any proper charge as provided by TNCI's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or
- C. For failure to make payment in accordance with the terms of a deferred payment agreement; or
- D. When TNCI has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where TNCI has so notified the Customer prior to disconnection; or
- E. Failure to meet or maintain TNCI's credit requirements; or

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CANCELLATION OF SERVICE BY TNCI, Continued**

**2.9.2. Discontinuance With Notice, Continued**

- F. If the Customer provides false information to TNCI regarding the Customer's identity, address, credit-worthiness, past, current or planned use of TNCI's Services; or
- G. For Customer's breach of the contract for Service between TNCI and Customer, including by not limited to unauthorized resale of equipment or Service; or
- H. Please note that TNCI's disconnection notices are issued pursuant to applicable Commission rules; or
- I. Please further note that when a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.

**2.9.3. Payment Obligation up to Discontinuance of Service**

The discontinuance of Service(s) by TNCI pursuant to this Section does not relieve the Customer of any obligations to pay TNCI for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to TNCI set forth herein shall not be exclusive and TNCI shall at all times be entitled to all the rights available to it under law or equity.

**2.10. NOTICES AND COMMUNICATIONS**

**2.10.1.** TNCI will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. TNCI may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

**2.10.2.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

**2.11. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

**3.1.1. General**

A. The following sections set forth the rules and regulations governing the application of rates for TNCI Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Services;
2. Monthly Rates for availability and use of Services; and
3. Usage or Transaction Charges (where applicable).

B. Services Offered

The following Services are available to Customers on a dedicated or switched access basis where provisioning is technically possible.

1. Switched 1 + Dialing
2. Dedicated 1 + Dialing
3. Travel Cards
4. Switched Toll-Free
5. Dedicated Toll-Free
6. Enhanced Services
7. Directory Assistance

**3.1.2. Service Connection and Maintenance Charges**

A. Service Connection Charges

1. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

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**SECTION 3 – DESCRIPTION OF SERVICE**

**3.1. APPLICATION OF RATES AND CHARGES, Continued**

**3.1.2. Service Connection and Maintenance Charges, Continued**

**A. Service Connection Charges, Continued**

2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by TNCI.
3. The charges specified in this Tariff reflect Services provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is sooner normally offered may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as additional costs attendant to the request.

**3.2. DESCRIPTION OF SERVICES**

**3.2.1 Basic Intrastate Long Distance** - Permits Customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, permits a Customer connection to TNCI's network, enabling the Customer, among other things, to access Interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with TNCI's network; access TNCI's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.

**3.2.2 Travel Cards** – The Customer utilizes an 11 digit "Toll Free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued**

**3.2. DESCRIPTION OF SERVICES, Continued**

**3.2.3 Toll Free Service** – This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer’s premise routed to a specific telephone number or terminated over a dedicated facility.

**3.2.4 Directory Assistance** – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

**3.2.5 Account Codes – Add Product Description** - Allows Customers to protect against telephone abuse and track calls back to the person or project originating the calls. A unique code must be entered before a long distance call will complete. As such, Account Codes provide an ideal way to prevent unauthorized long distance charges while tracking expenses and billing back to departments or other clients.

**3.3 PER CALL BLOCKING**

TNCI will not provide per-line blocking

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**SECTION 4 – SERVICE RATES & CHARGES**

**4.1. TAXES & FEES**

**4.1.1. Taxes – (Monthly)** – USF 10.9% on interstate and international traffic; Dial Around Compensation \$0.59 Fee for calls from a Payphone using a Toll Free Number; Local Number Portability \$2.99.

**4.1.2. Minimum Usage Fee** - If a customer does not bill more than \$15.00 in usage (excluding taxes and other fees), a minimum usage fee of \$15.00 will be assessed per invoice-responsible account.

**4.2. SERVICES & PRODUCTS**

**4.2.1. Account Codes**

Account Codes	NRC	MRC	Change Fee NRC
2-5 Digits Validated			
Validated Codes	\$15.00	\$5.00	

**4.2.2 Operator Assistance**

Product / Service	Charge
Domestic	\$0.119/per minute
Operator Assisted	\$1.45/per call
Operator Assisted	\$0.85/per minute
Dialing Instructions	\$0.850/per minute

**4.2.3 Toll Free**

**Everywhere**

Switched Toll Free	NRC	MRC	Change Fee NRC
1-49		\$1.00	\$35.00
50-500		\$50.00	\$35.00
501-1000		\$100.00	\$35.00
1001-1500		\$150.00	\$35.00
Directory Assistance	NRC	MRC	Change Fee NRC
Switched Toll Free	\$35.00	\$15.00	\$35.00
Enhanced Services	NRC	MRC	Change Fee NRC
Time of Day	\$50.00	\$5.00	\$20.00
Day of Week	\$50.00	\$5.00	\$20.00
Day of Year	\$50.00	\$5.00	\$20.00
Command Routing	\$50.00	\$5.00	\$20.00
NPA Routing/Blocking	\$50.00	\$5.00	\$20.00
NPA/NXX Routing/Blocking	\$50.00	\$5.00	\$20.00
Percentage Allocation	\$50.00	\$5.00	\$20.00
Overflow to T-1 Trunk	\$50.00	\$5.00	\$20.00



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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.3 Toll free service, Continued**

**Sprint Switched &  
Dedicated**

<b>Switched Toll Free</b>	<b>NRC</b>	<b>MRC</b>	<b>Change Fee NRC</b>
Without Directory Assistance			\$100.00
With Directory Assistance	\$15.00	\$15.00	\$100.00
<b>Dedicated Toll Free</b>	<b>NRC</b>	<b>MRC</b>	<b>Change Fee NRC</b>
Per Trunk Group		\$25.00	\$100.00
With Directory Assistance, (per Toll Free)	\$15.00	\$15.00	\$100.00
<b>Dedicated Enhanced Services</b>	<b>NRC</b>	<b>MRC</b>	<b>Change Fee NRC</b>
Area Code Blocking	\$50.00		\$100.00
Area Code Routing	\$50.00		\$100.00
Time of Day Routing	\$50.00		\$100.00
Day of Week Routing	\$50.00		\$100.00
Day of Year Routing	\$50.00		\$100.00
Call Allocation (1-3 Routes)	\$50.00		\$100.00
Call Allocation (4-12 Routes)	\$50.00		\$100.00
Call Allocation (13-99 Routes)	\$50.00		\$100.00
Overflow to POTS (per Toll Free) Per Minute Rate - \$0.349	\$50.00	\$25.00	\$100.00
Overflow to T-1 Trunk	\$50.00	\$25.00	\$100.00
Real-time ANI Delivery (per Trunk Group)	\$100.00		\$100.00
Stand Alone DNIS (per Trunk Group)			\$100.00
Outbound ANI	\$70.00		\$100.00
<b>Dedicated Services Configuration Charges During Installation</b>	<b>NRC</b>	<b>MRC</b>	<b>Change Fee NRC</b>
PRI Service		\$100.00	\$100.00
Domain Name Service		\$100.00	\$100.00
One Configuration Change Order			
Each Additional Change Order			\$250.00
<b>Dedicated Services Configuration Charges Post Installation</b>	<b>NRC</b>	<b>MRC</b>	<b>Change fee NRC</b>
One Configuration Change Order			
Each Additional Change Order			\$250.00

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.3 Toll free service, Continued**

**Qwest Dedicated**

Account Codes 2-5 Digits Validated	NRC	MRC	Change Fee NRC
Validated Codes	\$10.00		

Dedicated Toll Free	NRC	MRC	Change Fee NRC
1-49		\$1.00	\$35.00
50-500		\$50.00	\$35.00
501-1000		\$100.00	\$35.00
1001-1500		\$150.00	\$35.00
Directory Assistance	NRC	MRC	Change Fee NRC
Switched Toll Free	\$35.00	\$15.00	\$35.00
Enhanced Services	NRC	MRC	Change Fee NRC
Time of Day	\$10.00	\$5.00	\$50.00
Day of Week	\$10.00	\$5.00	\$50.00
Day of Year	\$10.00	\$5.00	\$50.00
Command Routing	\$10.00	\$5.00	\$50.00
NPA Routing/Blocking	\$10.00	\$5.00	\$50.00
NPA/NXX Routing/Blocking	\$10.00	\$5.00	\$50.00
Percentage Allocation	\$10.00	\$5.00	\$50.00
Overflow to T-1 Trunk	\$10.00	\$5.00	\$50.00
Info Digit Screening	\$10.00	\$20.00	\$50.00

Dedicated Services	NRC	MRC	Change Fee NRC
PRI Service	\$100.00		\$50.00
Extension of D-Marc	\$276.00		
Dedicated Services Configuration Charges Post Installation	NRC	MRC	Change fee NRC
One Configuration Change Order			
Each Additional Change Order			\$250.00
Domain Name Service	\$100.00		
Dedicated Services Move Fee	\$400.00		

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.4 CALLING CARD RATES**

<b>Rates</b>	<b>Per Minute Charge</b>
Domestic	\$0.1199
Billing Increments (all)	60/0
<b>Enhancements</b>	<b>Per Minute Charge</b>
Operator Assist Surcharge, per call	\$1.4500
Directory Assistance Domestic/Canada, per call	\$1.2000
Operator Assisted, (Manual Completion), per call	\$0.8500
International Operator Assisted, per call	\$2.3000
International Calls, per call	\$0.8500
Dialing Instructions, per call	\$0.8500

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.5 RESTORATION OF SERVICE**

A non-recurring charge may be assessed in instances where consumers request service restoration.

<b>Restoration of Service Charge</b>	<b>Service Charge</b>
Per restoration – Switched Services	\$ 25.00
Per restoration – Dedicated Services	\$100.00

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.6 TNCI EVERYWHERE - SWITCHED INTRASTATE RATES**

Product	Per Minute Rate
Switched Intrastate Long Distance	\$0.0499

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.7. SWITCHED INTRASTATE RATES (SPRINT)**

<b>Product</b>	<b>Per Minute Rate</b>
Switched Intrastate Long Distance	\$0.0599

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.8. DEDICATED INTRASTATE RATES (SPRINT)**

<b>Product</b>	<b>Per Minute Rate</b>
Dedicated Intrastate Long Distance	\$0.0399

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**SECTION 4 – SERVICE RATES & CHARGES, Continued**

**4.2. SERVICES & PRODUCTS, Continued**

**4.2.9. DEDICATED INTRASTATE RATES (QWEST)**

<b>Product</b>	<b>Per Minute Rate</b>
Dedicated Intrastate Long Distance	\$0.0219

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**SECTION 5 – PROMOTIONS**

**5.1. Promotions**

TNCI may from time-to-time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

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**SECTION 6 – INDIVIDUAL CASE BASIS AGREEMENTS**

**6.1. Individual Case Basis Agreements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to TNCI for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

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