

# ORIGINAL

RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
ORIGINAL TITLE SHEET

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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RCLEC, INC.  
20 Davis Drive  
Belmont, CA 94002

### TARIFF NO. 2

REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO INTRASTATE INTEREXCHANGE SWITCHED SERVICES  
FURNISHED BY RCLEC, INC.

This Tariff contains the rates, terms and conditions applicable to switched intrastate interexchange services offered by RCLEC, Inc. within the State of Arizona. The provisions of this Tariff apply only to the Intrastate Interexchange Services described in this Tariff.

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Issued: March 11, 2015

Effective:

1-19-16

John Marlow, Chief Executive Officer  
RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

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# ORIGINAL

RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 1

## INTRASTATE INTEREXCHANGE SERVICES

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### TABLE OF CONTENTS

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 - Terms and Abbreviations.....	6
Section 2 - Rules and Regulations .....	8
Section 3 – Description of Service.....	20
Section 4 – Maximum Rates and Charges .....	21
Section 5 – Effective Rates and Charges .....	22
Section 6 – Contracts and Promotions.....	23

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ORIGINAL SHEET NO. 2

## INTRASTATE INTEREXCHANGE SERVICES

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### CHECK SHEET

Sheets 1 through 26, 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>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
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14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*

\*Indicates sheet included in this filing

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ORIGINAL SHEET NO. 3

## INTRASTATE INTEREXCHANGE 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.

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**INTRASTATE INTEREXCHANGE 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
- (S) To signify reissued matter
- (T) To signify change in text but no change in rate or regulation

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# ORIGINAL

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ORIGINAL SHEET NO. 5

## INTRASTATE INTEREXCHANGE SERVICES

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### APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions of service applicable to the furnishing of InterLATA and IntraLATA interexchange communications services by RCLEC, Inc. throughout the State of Arizona.

This Tariff is available for public inspection during normal business hours at the main office of RCLEC, Inc., located at 20 Davis Drive, Belmont, CA 94002.

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ORIGINAL SHEET NO. 6

## INTRASTATE INTEREXCHANGE SERVICES

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### SECTION 1 - TERMS AND ABBREVIATIONS

**Access Line** - A facility arrangement which connects Customer's location to Company's POP.

**Available/Availability** - Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

**Commission** - The Arizona Corporation Commission ("Commission").

**Company or Carrier** - RCLEC, Inc. ("RCLEC") unless otherwise clearly indicated by the context.

**Customer** - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's Tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's Tariff regulations.

**Individual Case Basis (ICB)** - ICB determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

**Interexchange Service** - Interexchange Service means that a portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

**Point of Presence** - or POP - A point of presence is an artificial demarcation point or interface point between communicating entities.

**Reseller** - A Customer which purchases Service from the Company through a Service Agreement and resells Service to its own End Users. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in the State before it can resell services to its End Users.

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ORIGINAL SHEET NO. 7

## INTRASTATE INTEREXCHANGE SERVICES

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### SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

**Service** – RCLEC’s Interexchange Services as described in this Tariff, as modified from time to time.

**Service Agreement** - An agreement between Company and Customer which, subject to the terms and conditions of this Tariff, defines the relationship between Carrier and Customer.

**Service Area** - The geographic area in which Customer or its End Users may access and use Service.

**Tariff** - The Company’s Arizona Intrastate Tariff No. 2, and effective revisions thereto filed by the Company with the Commission.

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RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 8

## INTRASTATE INTEREXCHANGE SERVICES

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### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of Company and Limitations of Services

- 2.1.1 The Company's services and facilities are furnished for communications originating at specified points within the state of Arizona under terms of this tariff.

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

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

The Company does not offer Inter- and Intrastate services on a stand-alone basis and these services are provided only with services found in the Company's Arizona CC Tariff No. 1 and Section 3 in this Tariff.

- 2.1.1.1 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.

- 2.1.1.2 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 thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 9

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.1 Undertaking of Company and Limitations of Services (Cont'd)

- 2.1.2 The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff, or for non-payment by Customer.
- 2.1.3 Service provided under this Tariff is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Tariff as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.1.3 The Customer shall not use nor permit others to use the Service in a manner that could interfere with services provided to others or that could harm the facilities of the Company or others.
- 2.1.5 Service furnished by RCLEC may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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ORIGINAL SHEET NO. 10

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.2 Resale of Company Services

- 2.2.1 In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.
- 2.2.2 Notwithstanding the resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3.

#### 2.3 Liability of the Company

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 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 or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

#### 2.3 Liability of the Company (Cont'd)

2.3.3 The Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.
- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (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 Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. 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, condition, location, or use of any installation so provided.
- (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 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.

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ORIGINAL SHEET NO. 12

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.4 Cancellation of Service by Customer

2.4.1 Reseller Customers may order Service from Company pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement.

2.4.2 If Customer terminates Service prior to the end of the term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to the Company by other carriers for Service provided Customer, and any applicable cancellation or termination charges specified in the Service Agreement.

#### 2.5 Cancellation for Cause by Company

2.5.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than thirty (30) days, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company may, after ten (10) days written notification to Customer of such nonpayment or violation and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service.

A reconnection fee of twenty-five dollars (\$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.

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ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 13

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.5 Cancellation for Cause by Company (Cont'd)

2.5.2 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service to Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services or under any of the following circumstances:

- (a) if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of service, or its planned use of service;
- (b) for noncompliance with any of the provisions of this Tariff;
- (c) if the Customer is using the Service in violation of any applicable law or regulation.
- (d) if such actions are reasonably appropriate to avoid violation of applicable law; or
- (e) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Company.

2.5.3 The discontinuance of Service by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 14

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.6 Billing and Payment for Service

##### 2.6.1 Responsibility for Charges

The Customer is responsible for payment of all charges for Services furnished to the Customer. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.

##### 2.6.2 Payment Arrangements

2.6.2.1 All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments.

2.6.2.2 Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. Unless required in advance, installation charges and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided.

2.6.2.3 The security of Authorization Codes used by Customer or its End Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its End Users shall be billed to Customer and must be paid by Customer.

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ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 15

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.6 Billing and Payment for Service (Cont'd)

##### 2.6.3 Late Payment Fee

Bills are due and payable upon receipt. In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

##### 2.6.4 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 according to the terms and conditions of the Company's billing agent.

##### 2.6.5 Advance Payments and Deposits

The Company does not collect advance payments or require deposits on intrastate interexchange services.

##### 2.6.6 Disputed Charges

Disputes with respect to charges must be presented to the Company in writing within thirty (30) days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within thirty (30) days after the Due Date. For all Customers, resolution of disputes will be governed by the applicable Service Agreement.

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ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 16

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.7 Taxes and Fees

- 2.7.1 Service may be subject to State and/or local taxes (e.g. gross receipts tax, sales tax, and municipal utilities tax) and/or fees (e.g. intrastate access charges and contributions to the State Universal Service program), if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 2.7.2 Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption. Service shall also not be subject to contribution to the State Universal Service program if Customer provides the Company with written verification, acceptable to the Company and to the State Commission, that the Service will be resold by Customer and that the revenues from such resale shall be subject to the State Universal Service program's contribution requirements.
- 2.7.3 The Company may also include among such fees and surcharges any Primary Interexchange Carrier (PIC) charges charged against the Company by a Local Access Provider, as well as any other Local Access charges, whether for originating or terminating Local Access, charged against the Company for originating or terminating intrastate interexchange communications.

#### 2.8 Inspection, Testing and Adjustments

- 2.8.1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer's or the Company's equipment. The Company may interrupt the Service at any time, without penalty or liability to the Company, because of departure from any of these requirements.
- 2.8.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

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## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.9 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.10 Refunds or Credits for Interruptions in Service

2.10.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its End Users.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer or End-User has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 18

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.10 Refunds or Credits for Interruptions (Cont'd)

2.10.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Service Agreement) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

$$\text{Credit} = A / 720 \times B$$

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

- 2.10.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.10.2.
- 2.10.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.
- 2.10.5 The credit provided in Section 2.10.2 is Customer's sole and exclusive remedy for any interruption in the Service.

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RCLEC, Inc.  
20 Davis Drive  
Belmont, CA 94002

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# ORIGINAL

RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
ORIGINAL SHEET NO. 19

## INTRASTATE INTEREXCHANGE SERVICES

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

#### 2.11 Restoration of Service

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 to the extent it is applicable, which specifies the priority system for such activities.

#### 2.12 Other Terms and Conditions

- 2.12.1 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.12.2 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.12.3 Company shall assess a Reseller Customer a fifty-dollar (\$50.00) Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) change made without prior valid authorization which results in the Company being named in a complaint filed with a state or federal regulatory or judicial body. Continued acts of unauthorized PIC changes by any Reseller Customer shall be considered grounds for refusing to provide or for discontinuing Service to that Reseller Customer.
- 2.12.4 Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement may be provided through an ICB.

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## INTRASTATE INTEREXCHANGE SERVICES

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### SECTION 3 – DESCRIPTION OF SERVICE

#### 3.1 General

The Company offers IntraLATA and InterLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

##### 3.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

#### 3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.2.2 Unless otherwise specified in this Tariff, the minimum call duration for bill purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

#### 3.3 Minimum Call Completion Rate

3.3.1 A Customer can expect a call completion rate of not less than 97% during peak use periods for all Feature Group D services.

#### 3.4 Presubscription

3.4.1 Presubscription Service permits Customers to select RCLEC as the Customer's presubscribed or preferred carrier for interLATA and/or intraLATA interexchange service or a provider of their own choice. The rates for Presubscription Service are set forth in Section 5.

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RCLEC, INC.

ARIZONA CC TARIFF NO. 2  
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## INTRASTATE INTEREXCHANGE SERVICES

### SECTION 4 – MAXIMUM RATES AND CHARGES

#### 4.1 General

4.1.1 The Company's Switched Service is offered to its wholesale customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines and is only provided in conjunction with services found in Arizona CC Tariff No. 1.

#### 4.2 Maximum Rates

##### 4.2.1 Switched Inbound Usage Charges

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

##### 4.2.2 Switched Outbound Usage Charges

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

##### 4.2.3 Dedicated Services

The Company's Dedicated Service is offered to business customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines.

##### 4.2.3.1 Dedicated Inbound Usage Rates

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.10	\$0.10

##### 4.2.4 Monthly Recurring Charges

###### Switched or Dedicated Access

Per 8XX Number	\$10.00
Accounting Codes (non-verified)	\$10.00
Authorization Codes/BTN (verified)	\$10.00
Authorization Code change/add/delete	\$10.00

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## INTRASTATE INTEREXCHANGE SERVICES

### SECTION 5 – EFFECTIVE RATES AND CHARGES

#### 5.1 General

5.1.1 The Company's Switched Service is offered to its wholesale customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines.

#### 5.2 Rates

As of the effective date of this tariff, the following rates serve as both the minimum and current rates.

##### 5.2.1 Switched Inbound Usage Charges

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

##### 5.2.2 Switched Outbound Usage Charges

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

##### 5.2.3 Dedicated Services

The Company's Dedicated Service is offered to its wholesale customers for both inbound and outbound, IntraLATA and InterLATA calling over standard switched lines.

##### 5.2.3.1 Dedicated Inbound Usage Rates

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	\$0.03	\$0.03

##### 5.2.4 Monthly Recurring Charges

###### Switched or Dedicated Access

Per 8XX Number	\$1.00
Accounting Codes (non-verified)	\$1.00
Authorization Codes/BTN (verified)	\$1.00
Authorization Code change/add/delete	\$1.00

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## INTRASTATE INTEREXCHANGE SERVICES

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### SECTION 6 – CONTRACTS AND PROMOTIONS

#### 6.1 Contracts

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of its wholesale customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract subject to, in the Company's sole discretion, the availability of facilities.

#### 6.2 Promotions

- 6.2.1 From time to time Company may, at its option, promote subscription or stimulate Service usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. In no case, shall the resulting rates and charges exceed the rates and charges listed in this Tariff for the same services.
- 6.2.2 From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Services on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.
- 6.2.3 Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

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