# ARIZONA TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Interexchange
Telecommunications Services
in the State of Arizona

## X5 OpCo LLC

1008 Western Avenue, Suite 400
Seattle, WA 98194

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed interexchange telecommunications Services provided by X5 OpCo LLC ("Company") within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"). This Tariff may also be inspected during normal business hours at X5 OpCo LLC's principal place of business at 1008 Western Avenue, Suite 400, Seattle, WA 98104.



Issued By:

Gregory Forrest
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1008 Western Avenue, Suite 400
Seattle, WA 98104

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## CHECK SHEET

The Sheets of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed. An asterisk (*) appearing next to the Sheet Version indicates revisions made in a given filing.

| Sheet No. | Sheet Version | Sheet No. | Sheet Version | Sheet No. | Sheet Version |
|---|---|---|---|---|---|
| 1 | Original | 35 | Original | | |
| 2 | Original | 36 | Original | | |
| 3 | Original | 37 | Original | | |
| 4 | Original | 38 | Original | | |
| 5 | Original | 39 | Original | | |
| 6 | Original | 40 | Original | | |
| 7 | Original | 41 | Original | | |
| 8 | Original | 42 | Original | | |
| 9 | Original | 43 | Original | | |
| 10 | Original | 44 | Original | | |
| 11 | Original | 45 | Original | | |
| 12 | Original | 46 | Original | | |
| 13 | Original | 47 | Original | | |
| 14 | Original | 48 | Original | | |
| 15 | Original | 49 | Original | | |
| 16 | Original | 50 | Original | | |
| 17 | Original | 51 | Original | | |
| 18 | Original | 52 | Original | | |
| 19 | Original | 53 | Original | | |
| 20 | Original | 54 | Original | | |
| 21 | Original | 55 | Original | | |
| 22 | Original | 56 | Original | | |
| 23 | Original | 57 | Original | | |
| 24 | Original | 58 | Original | | |
| 25 | Original | 59 | Original | | |
| 26 | Original | 60 | Original | | |
| 27 | Original | 61 | Original | | |
| 28 | Original | 62 | Original | | |
| 29 | Original | 63 | Original | | |
| 30 | Original | 64 | Original | | |
| 31 | Original | | | | |
| 32 | Original | | | | |
| 33 | Original | Effective Rate Schedule | | | |
| 34 | Original | 1 | Original | | |



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DECISION #: 75546

## TABLE OF CONTENTS

Check Sheet ..... 2
Table of Contents ..... 3
Concurring Carriers ..... 4
Connecting Carriers ..... 4
Other Participating Carriers ..... 4
Explanation of Symbols ..... 5
Tariff Format ..... 6
Application of Tariff ..... 7

**Section 1 - Definitions and Abbreviations ..... 8**

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

2.1. Undertaking of Company ..... 12
2.2. Prohibited Uses ..... 24
2.3. Obligations of the Customer ..... 27
2.4. Customer Equipment and Channels ..... 34
2.5. Payment Arrangements ..... 35
2.6. Interruptions of Service ..... 45
2.7. Restoration of Service ..... 48
2.8. Use of Customer's Service By Others ..... 49
2.9. Cancellation of Service By Customer ..... 50
2.10. Cancellation of Service By Company ..... 51
2.11. Notices and Communications ..... 55
2.12. Full Force and Effect ..... 55
2.13. Taxes, Fees and Surcharges ..... 55

**Section 3 – Description of Service ..... 56**

3.1. Application of Rates and Charges ..... 56
3.2. Service Provider Options ..... 58
3.3. Interexchange Services ..... 59

**Section 4 – Rates ..... 60**

4.1. InterLATA and IntraLATA Presubscription ..... 60
4.2. Interexchange Service Charges ..... 62
4.3. Ancillary Charges ..... 63
4.4. Directory Assistance ..... 64
4.5. Payphone Surcharge ..... 64
4.6. Promotions ..... 64
4.6. Individual Case Basis Agreements ..... 64

**Section 5 – Effective Rate Schedule ..... 1**



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DECISION #: 75546

## CONCURRING CARRIERS

None

## CONNECTING CARRIERS

None

## OTHER PARTICIPATING CARRIERS

None



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## EXPLANATION OF SYMBOLS

**(C)** Change in the offering

**(D)** To signify a discontinued regulation.

**(I)** To signify increased rate.

**(M)** To signify material relocated from or to another Tariff location.

**(N)** To signify a new rate or regulation.

**(R)** To signify a reduced rate.

**(T)** To signify a change in text only.



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## TARIFF FORMAT

A. **Page 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. **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 five 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.

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 Authorized 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 competing interexchange Services offered by Company to Customers in the State of Arizona, subject to availability.

**B.** Company has been granted Commission authority to provide interexchange service statewide throughout the State of Arizona.

**C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company 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 Company. This Tariff does not cover any information service or other unregulated service offered by Company, or its affiliates.

**D.** Company 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 Company at variance with the terms hereof, or any failure, refusal or neglect of Company 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 Company 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.

**F.** This Tariff is governed and interpreted according to the Laws of Arizona.

G. This Tariff is on file with the Arizona Corporation Commission. In addition, this Tariff is available for review at the Company's main office, at 1008 Western Avenue, Suite 400, Seattle, WA 98104



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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 Company 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.

**Activation Fee:** Non-recurring charges assessed at the establishment of a Service.

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

**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. Also see "End-User."

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

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

**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.

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

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

**Commission:** The Arizona Corporation Commission

**Company:** X5 OpCo LLC ("Company"), the issuer of this Tariff.

**Customer:** The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

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

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

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

**End User:** Any person, firm, corporation, partnership or other entity that uses the Services of Company 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. Also see "Authorized User."

**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 Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

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

**Holidays:** 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.

**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.



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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

**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.

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

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

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



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## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF COMPANY

#### 2.1.1. Scope

A. Company undertakes to furnish competitive interexchange communications Services within the State of Arizona pursuant to the rates, terms and conditions set forth in this Tariff.

B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company's network in order to originate or terminate its own services, or to communicate with its own customers.

C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

E. Company'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. At its sole discretion, the Company may employ third parties to perform any of its obligations under this Tariff.

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.2. Shortage of Equipment or Facilities**

A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company'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 Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.



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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.3. Terms and Conditions**

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

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 Company.

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 thirty (30) calendar 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.

D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

E. Service may be disconnected upon written notice to the Customer pursuant to the provisions of R14-2-509(C).

F. This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

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

## 2.1. UNDERTAKING OF COMPANY, Continued

### 2.1.4. Liability of Company

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services 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 Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by 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 Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.

B. Indemnification - Company 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 Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. Circumstances Beyond Company's Control - 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 Unites States government or of any other government, including state and local governments having or claiming jurisdiction over 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 military Commission; 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 Company's employees.

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.

3. Acts of the Customer - Company 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 Company by the Customer.

4. Damage to Customer's Premises - Company 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 Company's agents or employees.

5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other 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 Company Services.

6. Liability for Transmission Errors - Company 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 Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company - provided equipment been used.



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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, 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 - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or

9. Interruption - Company 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 - Company 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 Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or

12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

B. Indemnification, Continued

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or

14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,

15. Unauthorized Use - Company 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 Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.



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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

D. Service Installation and Operation - Company 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 Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or 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 Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

E. Notice of Temporary Disconnection - Company 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 Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

F. Connection to Company's Network - Company 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 Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel, or the quality of Service to other Customers, Company's may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company's may, upon written notice, terminate the Customer's Service without liability.

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

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY 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. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.4. Liability of Company**, Continued

H. Errors in Billing - The liability of Company 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 event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.



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

## 2.1. UNDERTAKING OF COMPANY, Continued

### 2.1.5. Service-Affecting Activities

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

### 2.1.6. Provision of Equipment and Facilities

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

B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.

C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.

D. Equipment that the Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.

E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

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

**2.1. UNDERTAKING OF COMPANY**, Continued

**2.1.6. Provision of Equipment and Facilities**, Continued

F. Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by Customer-provided equipment.

**2.1.7. Non-Routine Installation**

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

**2.1.8. Ownership of Facilities**

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

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

## 2.2. PROHIBITED USES

### 2.2.1. No Unlawful Purpose

The Services Company 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

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company'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 Company. Company 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 Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company 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.

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

**2.2. PROHIBITED USES**, Continued

**2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

**2.2.6. 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.

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

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

**2.2.8. 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).

**2.2.9. Service Used Without Payment**

The use of Company'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.

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

**2.2. PROHIBITED USES**, Continued

**2.2.10. Rights and Titles Remain with Company**

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 Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

**2.2.11. 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 "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

**2.2.12. 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. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company 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 Company.

C. A charge of $25.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.

D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

### 2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.



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

**2.3. OBLIGATIONS OF THE CUSTOMER,** Continued

**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 Company.

**2.3.5. Identification**

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

**2.3.6. Relationship**

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company 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 Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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

**2.3. OBLIGATIONS OF THE CUSTOMER,** Continued

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

A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of 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 Company-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 Company furnished in a manner Company did not contemplate and over which Company exercises no control; or

C. Any claim for breach in the privacy or security of communications transmitted over Company'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 Company pursuant to this Tariff.

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

## 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

### 2.3.8. Company - Provided Equipment and Facilities

A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.

B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

### 2.3.9. Resources and Rights of Way

A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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

**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued

**2.3.9. Resources and Rights of Way**, Continued

C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

**2.3.10. Working Conditions**

A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

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

**2.3.11. Liens or Encumbrances**

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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

## 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

### 2.3.12. Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

B. 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. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.

C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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

**2.3. OBLIGATIONS OF THE CUSTOMER**, Continued

**2.3.13. Interconnection of Facilities** - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

**2.3.14. Inspections** - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect it s Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.



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

## 2.4. CUSTOMER EQUIPMENT AND CHANNELS

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.



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

## 2.5. PAYMENT ARRANGEMENTS

### 2.5.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.

2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.

3. Company 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 Company for payment; or

   (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities; or

   (c) The Applicant is known to be in violation of Company's Tariffs filed with the Commission; or



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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

(d) 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 Company as a condition for providing Service; or

(e) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or

(f) Company 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

(g) The Service requested is not expressly offered under this Tariff.



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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may 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, Company 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 Company.

4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, the Applicant pays any past due bill.

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 Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.1. Establishment of Service**, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:

   (a) Company may require from any Customer or prospective Customer a guarantee for the payment of charges; or

   (b) 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.

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 Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.



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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.2. Refusal to Provide Service**

Pursuant to R14-2-503(C), the Company may refuse to provide Service at one or more of the same Customers' Premises for the following reasons:

A. The Applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.

B. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities.

C. Customer is known to be in violation of the Company's tariffs filed with the Commission.

D. Failure of the Customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Customer and which have been specified by the Company as a condition for providing Service.

E. Applicant falsifies his or her identity for the purpose of obtaining Service.

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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.3. Payment for Service**

A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized 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, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company'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 Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.5.4.. of this Tariff.



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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.4. Billing and Collection of Charges**

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

A. Billing Format and Billing Terms

The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms.

B. Nonrecurring charges are due and payable within twenty-two (22) days after the invoice date, unless otherwise agreed to in advance.

C. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within twenty-two (22) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

D. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.



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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.4. Billing and Collection of Charges**, Continued

F. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available , within twenty-two (22) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.

G. The Customer will be assessed a charge of twenty five dollars ($25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

I. If Service is disconnected by the Company in accordance with Section 2.10 following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

**2.5.5. Advanced Payments**

Company does not require advanced payments.

**2.5.6. Deposits**

Company does not require deposits. Should the Company elect to collect Deposits, and it meets Commission requirements for the collection of a bond, Company will comply with Commission Rule R14-2-503(B), governing deposits.

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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.7. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar 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 Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

A. Customer requests and Company 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 Company 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 Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company 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.

If the Company allows a customer to be reconnected, a reconnection fee of $200.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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

**2.5. PAYMENT ARRANGEMENTS**, Continued

**2.5.7. Disputed Bills**, (Continued)

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

X5 OpCo LLc
1008 Western Avenue, Suite 400
Seattle, WA 98104
Telephone: 888.588.1501

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007
Phoenix Office: 602-452-4251 or (800)222-7000
Tucson Office: 520-628-6550 or (800)535-0148
Toll Free: 800.222.7000
Web Site: http://www.azcc.gov/divisions/utilities/consumerservices.asp

**2.5.8. Late Payment Charges**

Collection procedures are not affected by the application of a late payment charge.

**2.5.9. Credit Limit**

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

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

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service at 888.588.1501 or in writing addressed to the attention of Company Customer Service at 1008 Western Avenue, Suite 400, Seattle, WA 98104. Customer Service representatives are available to address inquiries 24 hours a day, seven days a week.

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

## 2.6. INTERRUPTIONS OF SERVICE

### 2.6.1. General

A. Company may temporarily interrupt Service when necessary to affect 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. Company 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 Company 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 connected to the terminal of Company.

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 calls because of a failure of a component furnished by Company under this Tariff.

D. If the Customer reports to Company 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 Company or an agent of Company, 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 Company 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 Company, including, but not limited, to the Customer.

E. If an Access Line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

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

**2.6. INTERRUPTIONS OF SERVICE**, Continued

**2.6.2. 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;

B. Due to the malfunction of Customer-owned telephone equipment;

C. Due to a Force Majeure;

D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions;

E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;

F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;

G. That was not reported to the Company within thirty (30) days of the date that Service was affected.

H. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

I. For the unlawful or improper use of the facilities or Service.

**2.6.3. 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.



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

**2.6. INTERRUPTIONS OF SERVICE**, Continued

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

A. Credits for interruptions in Service that are 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.

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

**2.6.5. 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 Company as follows:

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.

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

## 2.7. RESTORATION OF SERVICE

**2.7.1.** 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.

**2.7.2.** 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, or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.

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

**2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.

**2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company 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.

**2.7.6.** 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.

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

## 2.8. 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. Company 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 Authorized User shall be responsible for the payment of the charges billed to it.

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

## 2.9. CANCELLATION OF SERVICE BY CUSTOMER

**2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.

**2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

**2.9.3.** Any cost of Company 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 Company 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.

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

## 2.10. CANCELLATION OF SERVICE BY COMPANY

### 2.10.1 Non-permissible Reasons to Disconnect Service

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

A. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.

B. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.

C. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.

D. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.

E. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.

F. Disputed bills where the Customer has complied with the Commission's rules on complaints.

### 2.10.2. Disconnection of Service Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

A. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or

B. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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

**2.10. CANCELLATION OF SERVICE BY COMPANY**, Continued

**2.10.3. Discontinuance of Service With Notice**

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

A. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:

1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.

2. Failure of the Customer to pay a bill for Service.

3. Failure to meet or maintain the Company's credit and Deposit requirements.

4. Failure of the Customer to provide the Company reasonable access to its equipment and property.

5. Customer breach of Contract for Service between the Company and Customer.

6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

7. Unauthorized resale of equipment or Service.



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

**2.10. CANCELLATION OF SERVICE BY COMPANY**, Continued

**2.10.4. Termination Notice Requirements**

A. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.

B. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:

1. The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.

2. The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.

3. The date on or after which Service may be terminated.

4. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.



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

**2.10. CANCELLATION OF SERVICE BY COMPANY**, Continued

**2.10.4. Termination Notice Requirements**, Continued

C. Timing of Terminations with Notice

1. Termination notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.

2. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate Service on or after the day specified in the notice without giving further notice.

3. The Company may terminate Service on a temporary basis by discontinuing the Customer's line access at the Central Office.

The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the Termination Of Service.

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

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

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

## 2.11. NOTICES AND COMMUNICATIONS

**2.11.1.** The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

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

**2.11.3.** All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise requested by Customer.

**2.11.4.** Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## 2.12. 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.

## 2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.



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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 Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;

2. Monthly Recurring Charges for availability and use of Facilities and Services; and

3. Usage or Transaction Charges (where applicable).

B. Interexchange Services

The following interexchange Network Services are available to Customers where provisioning is technically feasible;

Switched outbound "1 Plus" Dialing;
Switched inbound Toll-Free; and
Directory Assistance

C. Usage is measured and rounded up to the next billing increment.



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

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

**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.

2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.

3. The charges specified in this Tariff reflect Service 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 offered on a later date 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 any additional costs attendant to the request.



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

## 3.2. SERVICE PROVIDER OPTIONS

### 3.2.1. No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

### 3.2.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer.

### 3.2.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.1.3.



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

## 3.3. INTEREXCHANGE SERVICES

**3.3.1.** 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, the Service permits a Customer connection to Company'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 Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.

**3.3.2.** **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.

**3.3.3.** **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.



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## SECTION 4 – RATES

### 4.1. INTERLATA AND INTRALATA PRESUBSCRIPTION

**4.1.1.** InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

**4.1.2. InterLATA and IntraLATA Presubscription Offerings:**

A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;

B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or

D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**4.1.3. Rules and Regulations**

A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.

B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.

C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

**SECTION 4 – RATES**, Continued

**4.1. INTERLATA AND INTRALATA PRESUBSCRIPTION,** Continued

**4.1.3. Rules and Regulations**, Continued

D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

Per line, per change $5.50

**4.1.4 Call Duration**

Customers will be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan.

**4.1.5 RBOC – ITC Surcharge**

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents ($0.03) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents ($0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

**4.1.6 Charge for Non-Billable Toll Free Calls**

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable $0.02 charge for each non-billable call.

**4.1.7 Toll Free Minimum Usage Charge**

If a customer does not use $100.00 of switched inbound toll free usage in a billing month, a $15.00 minimum usage charge will be billed for each toll free number reserved by the Customer.



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**SECTION 4 – RATES**, Continued

## 4.2 INTEREXCHANGE SERVICE CHARGES

4.2.1 Inbound Switched Service

| | |
|---|---|
| Inbound Switched Service, per minute, Maximum | $0.27 |
| Inbound Switched Service, per minute, Minimum | $0.02 |

4.2.2 Outbound Switched Service

| | |
|---|---|
| Outbound Switched Service, per minute, Maximum | $0.12 |
| Outbound Switched Service, per minute, Minimum | $0.01 |



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**SECTION 4 – RATES**, Continued

## 4.3 ANCILLARY CHARGES

| | Maximum | | Minimum | |
|---|---|---|---|---|
| | **MRC** | **NRC** | **MRC** | **NRC** |
| Outbound Account Codes (non-verified) | $30.00 | $ 75.00 | $ 2.00 | $ 10.00 |
| Outbound Account Codes (verified) | $30.00 | $ 75.00 | $ 2.00 | $ 10.00 |
| Inbound Account Codes (non-verified) | $180.00 | $240.00 | $20.00 | $ 25.00 |
| Inbound Account Codes (verified) | $180.00 | $240.00 | $20.00 | $ 45.00 |
| Monthly CDR per CD ROM | $150.00 | $ 3.00 | $25.00 | $ 0.00 |
| | | | | |
| PICC Surcharge: | | | | |
| Business Single Line | $ 3.00 | $ 3.00 | $ 0.00 | $ 0.00 |
| Business Multi-Line | $ 3.00 | $ 3.00 | $ 0.00 | $ 0.00 |
| Centrex | $ 1.50 | $ 3.00 | $ 0.00 | $ 0.00 |
| ISDN Line/BRI | $ 9.00 | $ 3.00 | $ 0.50 | $ 0.00 |
| ISDN/PRI | $60.00 | $ 3.00 | $10.00 | $ 0.00 |
| | | | | |
| Direct termination Overflow (per order) | $180.00 | $ 225.00 | $30.00 | $ 25.00 |
| 8YY SMS Fee (per active 8YY) | $ 2.40 | $ 1.50 | $ 0.20 | $ 0.10 |
| 8YY Directory Assistance (per 8YY listed) | $95.00 | $105.00 | $15.00 | $ 15.00 |
| 8YY Area Code Blocking | $ 3.00 | $ 90.00 | $ 0.00 | $ 10.00 |
| 8YY DNIS Deliver (per order) | $ 3.00 | $2,100.00 | $ 0.00 | $200.00 |
| 8YY ANI Delivery (per trunk group) | $225.00 | $550.00 | $25.00 | $50.00 |
| Unauthorized PIC (per ANI) | $ 3.00 | $ 75.00 | $ 0.00 | $ 5.00 |
| Network Interconnection Charge | $ 3.00 | $ 3.00 | $ 0.00 | $ 0.00 |

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.



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**SECTION 4 – RATES**, Continued

## 4.4 DIRECTORY ASSISTANCE

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

| | |
|---|---|
| Directory Assistance Charge, per inquiry, Maximum | $2.25 |
| Directory Assistance Charge, per inquiry, Minimum | $0.10 |

## 4.5 PAYPHONE SURCHARGE

A surcharge shall apply to each coinless call which The Company can identify as being placed from an intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with The Company calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access The Company's service.

| | |
|---|---|
| Payphone surcharge, per call, Maximum | $0.60 |
| Payphone surcharge, per call, Minimum | $0.20 |

## 4.6. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

## 4.7. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.



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# EFFECTIVE RATE SCHEDULE

## INTEREXCHANGE SERVICE CHARGES

Inbound Switched Service

| | |
|---|---|
| Inbound Switched Service, per minute | $0.089 |

Outbound Switched Service

| | |
|---|---|
| Outbound Switched Service, per minute | $0.039 |

Ancillary Services

| | MRC | NRC |
|---|---|---|
| Outbound Account Codes (non-verified) | $10.00 | $ 25.00 |
| Outbound Account Codes (verified) | $10.00 | $ 25.00 |
| Inbound Account Codes (non-verified) | $60.00 | $ 85.00 |
| Inbound Account Codes (verified) | $60.00 | $ 85.00 |
| Monthly CDR per CD ROM | $75.00 | $ 0.00 |
| | | |
| PICC Surcharge: | | |
| Business Single Line | $ 0.00 | $ 0.00 |
| Business Multi-Line | $ 1.50 | $ 0.00 |
| Centrex | $ 0.53 | $ 0.00 |
| ISDN Line/BRI | $ 2.81 | $ 0.00 |
| ISDN/PRI | $23.92 | $ 0.00 |
| | | |
| Direct termination Overflow (per order) | $90.00 | $ 75.00 |
| 8YY SMS Fee (per active 8YY) | $ 0.80 | $ 0.50 |
| 8YY Directory Assistance (per 8YY listed) | $35.00 | $ 35.00 |
| 8YY Area Code Blocking | $ 0.00 | $ 30.00 |
| 8YY DNIS Deliver (per order) | $ 0.00 | $700.00 |
| 8YY ANI Delivery (per trunk group) | $75.00 | $150.00 |
| Unauthorized PIC (per ANI) | $00.00 | $ 25.00 |
| Network Interconnection Charge | $00.00 | $ 0.00 |

| | |
|---|---|
| Directory Assistance Charge, per inquiry | $0.75 |
| Payphone surcharge, per call | $0.60 |



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