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**SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE**

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**SPECIALIZED COMMON CARRIER SERVICE  
AND LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF ARIZONA**

Terms and Conditions, Regulations and Rates

**BALDWIN COUNTY INTERNET/  
DSSI SERVICE, L.L.C.**

This tariff contains the terms and conditions, regulations, rates and charges for the provision of intrastate, intraexchange and interexchange, common carrier and local exchange communications services by Baldwin County Internet/DSSI Service, L.L.C. within the State of Arizona.

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Issued: December 2, 2008

Effective: January 1, 2009

Tariff Manager  
Baldwin County Internet/DSSI Service, L.L.C.  
1240 Commerce Drive, Suite A, Gulf Shores, AL 36542

<b>APPROVED FOR FILING</b> <b>DECISION # 70615</b>
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**SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE**

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**CHECK SHEET**

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
Title Page	Original	17	Original
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	21	Original
15	Original	32	Original
16	Original		

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EXPLANATION OF SYMBOLS

- (C) To signify a changed listing, rule or regulation, which may affect rates or charges.
- (D) To signify deleted or discontinued material, including terms and conditions, regulations or rates.
- (I) To signify an increase in rates or charges.
- (M) To signify material moved to a different location with no change in text or rate
- (N) To signify new material, including terms and conditions, regulations or rates.
- (R) To signify a reduction in rates or charges.
- (S) To signify reissued material.
- (T) To signify a change in wording or text, with no change in terms and conditions, regulations or rates and charges.
- (Z) To signify a typographical correction.

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE**

---

**TABLE OF CONTENTS**

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
	Title Page	Title Page
	Check Sheet	1
	Explanation of Symbols	2
	Concurring Carriers	2
	Connecting Carriers	2
	Other Participating Carriers	2
	Table of Contents	3
1	Application of Tariff	5
1.1	Serving Area	5
1.2	Provision of Service	5
2	Definitions	6
3	Rules and Regulations, Terms and Conditions	9
3.1	Undertaking of the Company	9
3.2	Scope	9
3.3	Limitations on Service	10
3.4	Liability of the Company	11
3.5	Equipment and Facilities	15
3.5.1	Ownership	15
3.5.2	Shortage of Equipment or Facilities	15
3.5.3	Selection of Equipment or Facilities	15
3.5.4	Customer Equipment	16
3.5.5	Installation Outside Normal Work Periods	16
3.5.6	Interconnection of Facilities	17
3.5.7	Inspections	17
3.5.8	Rights-of-Way (ROWs)	18
3.6	Customer Responsibilities	18
3.6.1	Legal Use	18
3.6.2	Payment for Services	18
3.6.3	Accommodation of Company Equipment	19
3.6.4	Fraudulent Use	19
3.6.5	Prohibited Use	19

**SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE**

---

**TABLE OF CONTENTS**

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
3	Rules and Regulations, Terms and Conditions (Cont)	
3.7	Interruption of Service	20
3.7.1	Credit Allowance for Interruptions	20
3.7.2	Calculation of Credit	20
3.7.3	Notification of Service –Affecting Activities	21
3.8	Restoration of Service	21
3.9	Minimum Service Period	22
3.10	Access to Customer’s Premises	22
3.11	Payments and Billing	23
3.11.1	General	23
3.11.2	Billing in Advance or Arrears	23
3.11.3	Due Date	23
3.11.4	Late Payment Charge	23
3.11.5	Returned Check Charge	23
3.11.6	Billing Disputes	24
3.11.7	Deposits and Advance Payments	24
3.12	Cancellation by Customer	25
3.13	Cancellation by Company	26
3.13.1	Immediate Discontinuance with Liability	26
3.13.2	Discontinuance with Notice	27
3.13.3	Prohibited, Unlawful or Improper Use	27
3.13.4	Continued Obligation to Pay for Service	28
3.14	Interconnection	28
3.15	Full force and Effect	29
3.16	Credit Limit	29
4	Services and Products	30
5	Rates and Charges	32

---

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 1 – APPLICATION OF THE TARIFF

1. Application of the Tariff

This tariff contains the terms and conditions, regulations, services and rates applying to intrastate intraexchange/local and interexchange common carrier communications services provided by Baldwin County Internet/DSSI Service, L.L.C. ("BCI" or the "Company") between and among various points within the State of Arizona.

1.1 Service Area

The Company's service area is the State of Arizona. It provides carrier transport services to customers between/among two or more points designated by its customers, using the public rights-of-way (ROW). The Company does not endeavor to provide service inclusively to the entire state, only selected local and interexchange transport routes as determined by its customers.

1.2 Provision of Service

The Company provides all lawful services as ordered by its customers. These are primarily carrier-to-carrier high speed data circuits at any bandwidth or speed requested by the customer. This service is furnished subject to the terms and conditions, regulations and rates in this tariff.

The Company does not provide the content carried on its service. Nor does it provide basic exchange service, or all the services associated with basic exchange service. This is provided by its customers who provide service to end-user customers and who are responsible for ensuring that all statutes and rules of the State of Arizona are followed with respect to basic exchange service.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 2 – DEFINITIONS

- 2.1 Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.
- 2.2 Agent: A business representative authorized by the Company, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.
- 2.3 Authorized User: A person, firm or corporation which is authorized by the Company to be connected to the service of the customer or joint user.
- 2.4 Central Office/Wire Center: Facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.
- 2.5 Channel: A communications path between two or more points of termination, having a bandwidth and termination of the customer's choosing.
- 2.6 Customer Agreement: The mutual agreement between the Company and the customer for the provision of the Company's service.
- 2.7 Customer Designated Premises: The premises specified by the Customer for termination of Access Services.
- 2.8 Customer Point of Presence: The physical location associated with the customer's communication system.
- 2.9 Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.
- 2.10 Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 2 – DEFINITIONS (Cont)

- 2.11. Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.
- 2.12 ICB or Individual Case Basis: Services whose nature precludes a set price are priced individually based on the service (speed, distance and construction costs) requested.
- 2.13 Intrastate Communications: Any communications which originates and terminates within the same state.
- 2.14 kbps: Kilobits per second, denotes thousands of bits per second.
- 2.15 LATA: A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- 2.16 Mbps: Megabits, denotes millions of bits per second.
- 2.17 Point of Presence: The physical location of an interexchange carrier's facilities.
- 2.18 Point of Interconnection (POI): The point of demarcation between the Company's facilities or equipment and another carrier or communications company's facilities or equipment.
- 2.19 Point of Termination (POT): The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.
- 2.20 Premises: The physical space designated by the Customer for the termination of the Company's service.
- 2.21 Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.



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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 2 – DEFINITIONS (Cont)

- 2.22 Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute Service Commencement Date.
- 2.23 User or End User: A customer or any other person authorized by a customer to use service provided under this tariff.
- 2.24 Term Agreement: A method of purchasing the Company's services whereby the customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.
- 2.25 Transmission Path: An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.
- 2.26 Wire Center/Central Office: A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS

3 Rules and Regulations, Terms and Conditions

3.1. Undertaking of the Company

- 3.1.1. The Company's services are furnished for communications originating and/or terminating in any area within the State of Arizona.
- 3.1.2. The Company offers resold and facilities-based communications services to customers for the direct transmission and reception of voice, data, internet, video and other types of communications.
- 3.1.3. The 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.
- 3.1.4. Request for service under this Tariff will authorize the Company to conduct a credit search on the customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

3.2 Scope

- 3.2.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way data and information transmission between points within the State of Arizona.
- 3.2.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one customer, each is jointly and severally liable for all obligations.
- 3.2.3 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE**

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**SECTION 3 – RULES AND REGULATIONS (Cont)**

**3 Rules and Regulations, Terms and Conditions (Cont)**

**3.2 Scope (Cont)**

3.2.4 Company services 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 any tariffs of such other communications carriers.

3.2.5 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**3.3 Limitations on Service**

3.3.1 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

3.3.2 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control, including, but not limited to "force majeure."

3.3.3 The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

3.3.4 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control or when service is used in violation of provisions of this tariff or the law.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.3 Limitations on Service (Cont)

3.3.5 The Company does not undertake to transmit messages, but offers the use of its service, when available, and shall not be liable for errors in transmission or for failure to establish connections.

3.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

3.4 Liability of the Company

3.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Credit Allowance for Interruptions in service. The extension of such allowances for interruption shall be the sole remedy of the customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

3.4.2 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

3.4.3 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. any loss, destruction or damage to property of the customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invites; and
- B. any damages or losses due to the fault or negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.

3.4.4 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes ("force majeure"); any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

3.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 -- RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

- 3.4.6 The Company is not liable for any defacement of or damage to customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 3.4.7 The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, expense, damage or liability arising from customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the customer, including without limitation, the customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the customer and the Company.
- 3.4.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 3.4.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:
- A. the actual monetary damages incurred and proved by the customer as the direct result of the Company's action, or failure to act, in providing the service; or
  - B. the sum of \$1,000.00.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

3.4.11 In the event parties other than the customer, including but not limited to joint users and the customer's customers, shall have use of the Company's service directly or indirectly through the customer, then the customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

3.4.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities

3.5.1 Ownership

The equipment, facilities and services of the Company are furnished for the transmission of data, information, video, and internet communications by its customers. Ownership of the Company's equipment and facilities is retained by the Company during the use of its equipment, facilities and services by customers.

3.5.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Service will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers

3.5.3 Selection of Equipment or Facilities

The Company provides service to customers that utilize the equipment and facilities owned or leased by the Company in the best possible manner to provide the service ordered by the customer. The Company will use its own judgment in determining the equipment and facilities, and the source of such equipment and facilities, to be used so long as the functionality is not compromised.



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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3..5.4 Customer Equipment

The Company will not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered by this Tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by customer-provided equipment; or
- C. network control signaling when performed by customer-provided network control signaling equipment.

3.5.5 Installation outside Normal Work Periods

At the request of the Customer, installation or maintenance may be performed outside of the 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 by the Company will apply. If installation or maintenance 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.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3.5.6 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.

Communications services 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 which 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. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

3.5.7 Inspections

Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth herein for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3.5.7 Inspections (Cont)

If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

3.5.8 Rights-of-Way (ROWs)

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the customer's service point as agreed to by the Company.

3.6 Customer Responsibilities

3.6.1 Legal Use

The customer is responsible for complying with all state and federal laws and regulations and with all rules and regulations, terms and conditions contained in this tariff.

3.6.2 Payment for Services

The customer is responsible for the payment of all charges for services furnished to the customer and for all additional charges for calls the customer elects to continue making after service is terminated for any reason.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.6 Customer Responsibilities

3.6.3 Accommodation of Company Equipment

The customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the customer's premises

The customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer.

3.6.4 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service.

3.6.5 Prohibited Uses

The customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.7 Interruption of Service

3.7.1 Credit Allowance for Interruptions

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the customer, are subject to the general liability provisions set forth in this Tariff. It is the obligation of the customer to notify the Company of any interruptions of service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, and not within the customer's control.

3.7.2 Calculation of Credit

For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

The subscriber shall be credited for an interruption of two hours or more at the rate of  $1/720^{\text{th}}$  of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A – outage time in hours

B – total monthly charge for affected service

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.7 Interruption of Service (Cont)

3.7.3 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual customer but affect many customers' service. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the customer may not be possible.

3.8 Restoration of Service

3.8.1. 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.

3.8.2. 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.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.9 Minimum Service Period

3.9.1. The minimum service period is one month (30 days). The customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

3.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

3.9.3. If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished

3.10 Access to Customer's Premises

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

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.11 Payments and Billing

3.11.1 General

Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the customer. Service continues to be provided until cancelled by the customer, which must be done on not less than thirty (30) days' notice.

3.11.2 Billing in Advance or Arrears

The Customer is responsible for the payment of all charges for services furnished to the customer. Recurring monthly charges are billed in advance of the month of service and usage charges (if any) are based on actual usage, and are billed monthly in arrears.

3.11.3 Due Date

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance.

3.11.4 Late Payment Charge

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the customer's bill.

3.11.5 Returned Check Charge

A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.



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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.11 Payments and Billing (Cont)

3.11.6 Billing Disputes

Billing disputes should be addressed to Company's Customer Service organization via a toll-free telephone number. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer Services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service.

In the case of a dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action:

- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the Arizona Corporation Commission for its investigation and decision.

3.11.7 Reserved for Future Use

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.12 Cancellation by Customer

3.12.1. The customer may cancel service by providing written notice to the Company thirty (30) days prior to cancellation.

3.12.2. The customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

3.12.3. Any non-recoverable 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 portion of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by the Company and are 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.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company

3.13.1 Immediate Discontinuance without Liability

Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company

3.13.2 Discontinuance with Notice

Company may discontinue service according to the following conditions upon ten (10) days' written notice:

- A. For violation of Company's filed prices or Tariff rates; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the Company and customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

3.13.3 Prohibited, Unlawful or Improper Use

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- A. The use of facilities or service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company (Cont)

3.13.4 Continued Obligation to Pay for Service

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

3.14 Interconnection

3.15.1 The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the customer. If the customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the customer's expense.

3.15.2 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense.

3.15.3 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications equipment with the Company's facilities. The customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.15 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.

3.16 Credit Limit

The 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.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 4 – SERVICES AND PRODUCTS

4 Services and Products

- 4.1 The Company provides point-to-point, optical fiber transport services over public rights-of-way (ROWs) to customers. These are transport circuits that carry data, internet and video services. The Company owns or leases high-bandwidth/high-speed circuits and provides the transport services to other carriers, cable television operators, and data communications companies.
- 4.2 It provides intrastate, interexchange and intraexchange data transport between 2 or more points within the state of Arizona using the public rights-of-way (ROWs) through this Tariff, and utilizes the most economical mix of owned and leased facilities.
- 4.3 The following high capacity carrier transport services are available upon request by customers. The time required to provide the service will vary with the complexity of the service.
  - 4.3.1 DS0 – a digital service with line speeds of up to 64 kbps.
  - 4.3.2 DS1/T1 – high capacity digital line with speed of 1.544 Mbps. DS1 has the equivalent of 24 voice grade or DS0 services.
  - 4.3.3 DS3 – high capacity digital line with speed of 44.736 Mbps. DS3 has the equivalent of 28 DS1 services.
  - 4.3.4 OC-3 – Channel for synchronous optical transmission at a rate of 155.53 Mbps (equivalent to 3 DS3 services)
  - 4.3.5 Metro-Ethernet-based Transport – Transport service that is flexible and easy-to-use, based on established Ethernet transport technology in speeds/bandwidths of 10 to 1,000 Mbps
  - 4.3.6 Other speeds to meet customer demand can be provided with adequate lead time: OC-12 (622.08 Mbps; equivalent to 12 DS3 services), OC-48 (2.4 Gbps; equivalent to 48 DS3 services), and other transport services.
- 4.4 Other switched and non-switched services as requested by customers.

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SECTION 4 – SERVICES AND PRODUCTS

4 Services and Products

- 4.5 Baldwin County Internet/DSSI Service, L.L.C. provides intermediate data transport service to other companies and carriers (PCOs (private cable operators), ILECs/CLECs (incumbent and competitive local exchange carriers), wireless carriers, etc.). As such it is not in the business of providing content, and is not a provider of services or content to end users. It is not a provider of basic telephone service.



SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 5 – RATES AND CHARGES

5 Rates and Charges

5.1 Due to the complex and variable nature of the services it provides, all products and services are priced based upon standard installations. Any unusual installations or circumstances not contemplated in the rates below would result in Special Construction charges or ICB rates which would be established with mutual agreement from the customer, based on the cost to provide the service.

5.2 Rates for Specific Services. Note: all services are highly competitive.

	<u>Description</u>	<u>NRC (Non-recurring Charge)</u>	<u>Maximum Monthly Rate</u>
5.2.1	DS0	Not Currently Available	-----
5.2.2	Metro-Ethernet Transport, DS1/T1 and DS3	\$2,500	\$3,500 per mile
5.2.3	OC-3	Not Currently Available	-----
5.2.4	OC-12	Not Currently Available	-----
5.2.5	OC-48	Not Currently Available	-----

5.3 Individual Case Basis ("ICB") Pricing

At the option of the company, service may be offered on an Individual Case Basis ("ICB") to meet the specialized needs of a customer. Arrangements will be developed on an ICB in response to a special request from a customer or prospective customer for a service not generally offered under this tariff. Rates quoted in response to such a request may be different than those specified in this tariff. ICB rates will be offered to the customer in writing and on a nondiscriminatory basis.

5.4 Other Services

Other services may be provided, depending on technical, financial, and logistical availability, based on the cost to provide the service in a competitive environment. The Company will work with its customers to provide the service requested at a mutually agreeable rate.