II. TERMS AND CONDITIONS

1. SERVICES

1.A Use of Service

.01 Customer and Authorized Users: Service may be used for Customer or Authorized User communications. Customer is responsible for Authorized User's use of Service and for Authorized User's compliance with the requirements of this tariff. A resale Customer must, without limitation: (a) transact/interact with its customers without reference to the Company or any of its affiliates, unless the Company agrees otherwise in writing; (b) either acquire its own Carrier Identification Code(s) (CIC(s)) or indemnify the Company for all costs incurred by the Company as a result of the Customer's use of a Company CIC; and (c) comply with the registration requirements contained in Section 64.1195 of the FCC's Rules and Regulations. Resale Customers may purchase and use Service only as explicitly authorized by Company and subject to any limitations imposed by the underlying suppliers involved in providing Service.

.02 To the extent Customer and Company allow another entity to purchase Service, Customer remains responsible such entity's use of the Service, both in compliance with the applicable terms and for payment of applicable charges. In such arrangements, Company has no obligation to deal with such entities and may choose to interact solely with Customer for all purposes.

.03 Intentionally left blank.

.04 Automatic Number Identification: Any Customer of Automatic Number Identification (ANI) or charge number services on calls may:

.041 use the telephone number and billing information for billing and collection, routing, screening, and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction;

.042 not reuse or sell the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale; and

.043 not disclose, except as expressly permitted, any information derived from the Automatic Number Identification, or charge number service for any purpose other than performing the services or transactions that are the subject of the originating telephone subscriber's call; for ensuring network performance security and the effectiveness of call delivery; for compiling, using, and disclosing aggregate information; and for complying with applicable law or legal process.

These requirements are not intended to prevent a person to whom Automatic Number Identification or charge number services are provided from using the telephone number and billing information provided pursuant to such service, and any information derived from the Automatic Number Identification or charge number services, or from the analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by that Customer from such person. Use of such information is subject to the requirements of 47 CFR Sec. 64.1200 and Sec. 64.1504(c).

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.A Use of Service (Cont'd)

.05 Calling Party Number: A Customer's calling party number (CPN) may be identified and disclosed to the called party.

This may be prevented if the Customer first dials *67 (or 1167 for rotary or pulse-dialing phones) to place a call. Customers with per-line blocking first must dial *82 (or 1182 for rotary or pulse-dialing phones) to allow for the presentation of CPN to called parties.

.06 Interconnection with Another Carrier: Services may be interconnected with service(s) or facilities provided by another common carrier pursuant to the following conditions:

.061 Interconnection may take place at a Company premise, at the premise of another common carrier, or at the premise of the Customer or its Authorized User. Unless otherwise indicated, Service is not part of a joint undertaking between the Company and any other common carrier or carriers.

.062 Any special facilities needed to achieve compatibility between the Company's Service and the service or facilities of another common carrier will be provided at the Customer's expense. At the Customers request and upon appropriate authorization by the Customer, the Company will undertake to make the necessary interconnection arrangements.

.063 When Services of Company are interconnected with and/or terminated in any service and/or equipment of another common carrier, Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other common carrier.

.07 Company is appointed Customer's agent to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities, where necessary for Company to provide Service, unless otherwise specified. Customer is responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the providers of such local access service. Customer acknowledges that Company may rely on other carriers for installation and testing of local access lines. Company is not liable for services and equipment not provided by the Company.

.08 Interconnection with Customer–Provided Systems or Facilities: Services may be interconnected with Customer-provided systems or facilities (including equipment) provided by the Customer, an Authorized User, or their representative(s) pursuant to the following conditions:

.081 Customer is responsible for the installation, operation and maintenance of Customer Equipment (including without limitation Terminal Equipment such as teleprinters, handsets or data sets), situated at a Customer Premises, at Customer's expense, except as otherwise provided for in the Customer's Signed Contract; and

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.A Use of Service (Cont'd)

.08 Interconnection with Customer–Provided Systems or Facilities: (Cont'd)

.082 the characteristics and performance of Customer Equipment to be interconnected with Service provided by the Company must be and remain compliant with requirements imposed by the Federal Communications Commission, state commissions, and/or industry standards, as these may be modified from time to time.

.083 Company is not responsible for the performance of Customer Equipment, including without limitation the through transmission of signals generated by Customer Equipment or for the quality of, or defects in, such transmission; the reception of signals by Customer Equipment; or network control signaling where such signaling is performed by network control signaling Customer Equipment.

.09 Customer Interconnection Responsibilities:

.091 Customer is responsible for taking all steps necessary to interconnect Service with Terminal Equipment, communications systems, or other facilities of Customer or any third party acting as its agent (collectively "Customer Equipment" at Customer Premises, including the payment of associated interconnection costs and those associated with Customer personnel and other service providers, the securing of rights-of-way and conduit, and the furnishing of electrical power (including the agreed-upon AC or DC current type), heating, ventilating and cooling. Additional required Customer undertakings include, but are not limited to, obtaining, installing and maintaining all equipment, materials and supplies necessary to interconnect the Customer Equipment, to Service, as well as fulfillment of the following: (a) securing all licenses, permits, and other arrangements necessary for interconnection; (b) ensuring that Customer Equipment are properly interfaced with Service and that emitted signals: (i) are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer; (ii) are fully compliant with the minimum protective criteria generally accepted in the telephone industry, any criteria set forth in this tariff relating to Terminal Equipment, and other appropriate criteria as may be prescribed by the Company; and (iii) do not damage Company facilities, injure its personnel or degrade Service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies particular Customer Equipment as being technically acceptable for direct electrical connection with Service, the Company will permit such equipment to be connected with Service without the use of protective interface devices. If the Customer (or its agent, contractor, or Authorized User) fails to maintain and operate its Customer Equipment properly, with resulting imminent harm to the Company's network, personnel or other customer Services, the Company may, upon written notice, require repair, maintenance, or the use of protective interface equipment at the Customer's expense. If this action fails to produce satisfactory quality and safety results, the Company, immediately upon written notice, may terminate the Customer's Service without liability. During any such period of suspension, any credit allowance for service interruptions does not apply. Customer shall reimburse Company for damage to its facilities caused by the negligence or willful act of Customer in using Customer Equipment or a Service. Any costs associated with meeting these obligations, including costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. Company may require Customer to demonstrate its compliance with this section prior to accepting an Application for Service.

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II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.A Use of Service (Cont'd)

.09 Customer Interconnection Responsibilities: (Cont'd)

.092 Customer must provide access to and release of Company equipment on Customer Premises as reasonably requested for maintenance as well as testing and repair related to failures of equipment or Service. Additional charges may apply when maintenance, testing and/or repair is performed outside of regular business hours at Customer's request.

.093 Customer must identify, monitor, remove and dispose of any hazardous material (e.g. friable asbestos) prior to any Company work at that location. If, in the Company's opinion, a Service location poses risks such that injury or damage to Company's employees or property might result from work being performed by Company, Customer is responsible for that work, including without limitation, installing and maintaining Company facilities and equipment (at Company direction).

.094 Customer is responsible for ensuring that no one other than qualified and authorized Customer personnel attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of Company equipment located at Customer Premises.

.095 Customer is responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to Company equipment on Customer Premises.

.10 Access to Company Systems: When a Customer is permitted access to Company computer systems and data ("Systems") for purposes of managing and maintaining service, the Customer must:

.101 access Systems only to the extent necessary to manage and maintain service, as access into Systems beyond that authorized may result in civil and/or criminal penalties;

.102 not disclose or use information, which may be learned as a consequence of access to Systems, except as may be necessary to manage and maintain service. Customers must take all reasonable measures to prevent those not having a need to know from acquiring such information;

.103 not in any manner disclose, provide, or otherwise make available, in whole or in part, Systems documentation or any related or other confidential material except to those having a need to know as an incident of the operation of the Customer's Service. Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written consent of the Company;

.104 take all other reasonable measures to maintain the confidentiality of Systems. Such measures shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Systems telephone numbers and dial-up access numbers assigned to the Customer by the Company and PINs or any aspect of access and sign-on methodology revealed to the Customer shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended and are required to report to the Company any known or suspected attempt by others to obtain unauthorized access to Systems; and

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II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.A Use of Service (Cont'd)

.10 Access to Company Systems: (Cont'd)

.105 immediately notify the Company if a security device assigned to a Customer for dial-up access is lost, stolen, or misplaced.

1.B Service Limitations

.01 No Unlawful Use: Service may not be used for: (a) an unlawful purpose; or (b) making calls that employ automatic dialing devices and terminate into electronic Information Services, pay-per-call services, or other domestic or international audiotext services.

.02 Facilities Used for Service: The facilities used to provide Service will be exclusively of the Company's choosing. The Company may at any time substitute facilities used to provide Service, or it may substitute comparable Service for the Service being provided to Customer. In no event will title to any of the facilities used by the Company to furnish Service vest in the Customer or in an Authorized User. At Customer's request and cost, Company will provide alternative or redundant Service during facility or service substitutions, where commercially reasonable. Customer will continue to pay for any such additional Service provided by Company until cancelled by Customer with at least thirty days written notice.

.03 Availability of Facilities and Authority: Service is offered and furnished subject to the availability of facilities and authority required to provide it. In particular and without limitation, Company may stop providing a service or product without liability if (a) a third party that had been providing an underlying component of that service or product stops providing it to Company, (b) a material portion of the facilities used to provide Service is rendered unavailable by condemnation or casualty, or (c) an applicable law or regulation would require the alteration of the Service or be violated by its provision. Notwithstanding any other provision in this tariff, the Company may: (a) deny Customer Service requests and thereby limit or allocate Service among Customers; or (b) limit or allocate the facilities available for Service, if necessary, in order to: (i) manage its network in an efficient manner; (ii) meet reasonable Customer Service expectations; or (iii) furnish Service to existing and future customers based on current and projected available capacity, taking into account forecasted Customer requirements. The Company may terminate Service or available billing options associated with Service upon written notice to affected Customers whenever necessitated by circumstances beyond the Company's control, including situations involving Customer call volumes or patterns that result, or could result, in Company network blockages or the degradation of Service furnished to the Customer or to other customers. Company also reserves the right to abandon Service altogether, with appropriate notice, without liability.

.04 Customer has no property right to any telephone number or any other designation associated with Services furnished by the Company. Company reserves the right to change such numbers or other designations, or the meaning associated with them, at its discretion.

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II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.B Service Limitations (Cont'd)

.05 Call Blocking: Without notice, the Company may block calls to or from certain countries, country codes, cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations or calls that use certain authorization codes, whenever the Company deems it necessary to take such action to prevent: (a) the unlawful use of Service; (b) fraud; (c) nonpayment for Service; (d) the use of Service in violation of the requirements of this tariff; or (e) Company network blockage or the degradation of service furnished to the Customer or to other customers; or when actions taken by foreign governments or foreign telecommunications agencies, or responsive actions taken by the U. S. Government or state government or any instrumentality thereof, render it impossible or impracticable to provide service. The Company will unblock as soon as it determines it can do so without undue risk, and it will, upon request by an affected Customer, assign new authorization codes to replace any that were deactivated. Whenever call blocking occurs on lines presubscribed to the Company, Customers or former Customers will be unable to make calls via any of the Company's CICs or those of its affiliates. The Company may refuse to accept calling or credit card, collect calling and/or third number calls which it determines are or may be fraudulent, or it may limit the use of these billing options to or from certain countries or areas, including all or part of the United States, Puerto Rico, and the U.S. Virgin Islands.

.06 Reserved for Future Use

.07 Reserved for Future Use

.08 Service Non-Use: If service is made available to a Customer and the Customer has failed to place that service into actual and substantial use during the six-month period immediately following its availability, or, if during any service term, the Customer has not actually and substantially used the available service for any consecutive six-month period, the Company may discontinue the service after furnishing written notice to the Customer regarding such non-use and, thereafter, the Customer fails to place the service into actual and substantial use during the three-month period immediately following the rendition of notice. As used in this section, "actual and substantial use" shall mean a pattern of use that discloses an intention on the part of the Customer to use the service.

.09 Emergency Restoration of Service: The use and restoration of service during emergency conditions will be performed in accordance with Part 64, Subpart D, Appendix A, of the Rules and Regulations of the Federal Communications Commission.

.10 Customer Modifications: Neither the Customer nor any Authorized User may rearrange, disconnect, remove, modify, or attempt to repair service, or permit others to rearrange, disconnect, remove, modify, or attempt to repair service, without the prior written consent of the Company.

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II. TERMS AND CONDITIONS (Cont'd)

1. SERVICES (Cont'd)

1.C General Provisions of Service

.01 Reserved for Future Use

.02 Minimum Service Period: Except as otherwise expressly provided for in this tariff or in a Signed Contract, service is furnished and billed on the basis of a minimum period of thirty days, beginning on the date service is first made available to the Customer for use or on the date service otherwise commences.

.03 24 X 7 Service: Except as otherwise expressly provided elsewhere in this tariff or in a contract, service is offered and provided on a monthly basis, twenty-four hours per day, seven days per week.

.04 Monthly Billing Period: For the purpose of computing charges, a month consists of thirty days.

.05 Service Application Information: The name of the Customer and any Authorized User(s) must be contained on any Service Application or enrollment form furnished by the Company and, in addition, the Customer must furnish all other information necessary for the Company to provide service.

.06 Collocation: The Company will entertain requests from Customers or prospective Customers, on a first-come, first-served basis, to collocate Customer Equipment at Company Terminals. Grant of a collocation request is subject to: (a) the Company's current and forecasted operational or physical space requirements, taking into account available space at a Terminal; (b) any applicable lease or occupancy restrictions imposed on the Company; (c) the technical and operational compatibility of the Customer's system or facilities with services; (d) the Company's security requirements; and (e) terms and conditions to which the Customer contractually will commit.

.07 Service Inspection: The Company, upon reasonable notice, may:

.071 require that service be made available for inspection, testing or adjustment so that it can be maintained in a satisfactory condition. During any period of such inspection, testing or adjustment of service, no service credit will be given for the time during which service was unavailable to the Customer; or;

.072 undertake inspections or testing as may be necessary to determine whether the requirements of this tariff are being satisfied in connection with the installation, operation or maintenance of service. The Company may suspend, and subsequently discontinue, the provision of service at any time, without penalty, if the Customer or Authorized User fails or refuses to comply with these inspection, testing or adjustment requirements.

.08 Governmental Charges: The Company may adjust its rates and charges, or impose additional rates and charges, in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities ("Governmental Charges") to collect from or pay to others in support of statutory or regulatory programs. Examples of such Governmental Charges include, but are not limited to, Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Company service.

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II. TERMS AND CONDITIONS (Cont'd)

2. TERM

2.A Term
The term for which service is provided is thirty (30) days, unless otherwise specified in this tariff with regard to a specific product or in a Signed Contract.

.01 Service Cancellation Request Received From Local Exchange Carrier: If the Company cancels a Customer account or service at the request of the Local Exchange Carrier (LEC) serving the Customer, but the Customer nevertheless continues to complete calls over the Company's network by dialing 1+ or a Company CIC Code (e.g., 1010222), then, for a period not to exceed sixty (60) days from the date the Company first received the service cancellation request, the following provisions shall apply:

.02 Customers who had subscribed to Long Distance Options A, B, C-1, or C-2, will receive service under the terms and conditions, including rates and charges, set forth under the offering to which the customer subscribed at the time of cancellation under those services.

2.B Service Cancellation or Change by Customer

.01 Service Cancellation: If a Customer cancels an order for service before service commences, or before completion of a minimum service period, or before completion of some other period mutually agreed to between the Customer and the Company, the Customer will be billed and required to pay the Company for its unrecovered and nonrecoverable expenditures or liabilities incurred to establish, provide and terminate service for Customer, including without limitation termination charges paid to third parties, and all recurring charges identified in the Signed Contract.

.02 Reserved for Future Use

.03 Change of Service: When a change of service involves the continued use of service, installation charges will not apply to the service being continued in use. The minimum service period for the service will be deemed to have begun on the date the original service was first available to the Customer.

2.C Service Cancellation by Company

.01 The Company may discontinue the furnishing of any and/or all service(s), or cancel a Customer's service or Customer accounts, without incurring any liability:

.011 Upon five (5) business days' notice (excluding Sundays and legal holidays) before service disconnection, and such service may not be disconnected on Friday, Saturday, Sunday, or a legal holiday or a day when the business office is not open, if:

.0111 providing service would violate any applicable law, regulation, court order, or other legal authority;

.0112 any sum owed by the Customer has not been paid within thirty (30) days of the invoice date and remains unpaid during the seven (7) day period following the delivery of written notice of non-payment to the Customer;

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II. TERMS AND CONDITIONS (Cont'd)

2. TERM (Cont'd)

2.C Service Cancellation by Company (Cont'd)

.01 (Cont'd)

.011 (Cont'd)

.0113 the Customer fails to comply with a request by the Company for security for the payment of service;

.0114 the Customer subscribes to a calling card service and has not used the service (with the exception of calls to Directory Assistance) for 180 days. In such case, the Company may deactivate the card. If the Customer wishes to renew service (e.g., upon reopening its business), the Company will promptly supply a new card;

.0115 the Customer has failed to fulfill a contractual commitment to pay for service previously furnished to the Customer; or

.0116 the Customer is non-compliant with any other provision or requirement set forth in the tariff or in any contract between the Company and the Customer.

.0117 the Customer refuses to furnish information that: (1) is essential to the Company or its billing agent to invoice service; or (2) pertains to the Customer's credit-worthiness, its past or current use of common carrier communications service, or its planned use of such service;

.0118 the Customer has provided false information regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications service, the planned use of service, or the Customer's status under federal and/or state low income programs;

.0119 the Customer either refuses to pay when billed for service or indicates to the Company or an entity billing on the Company's behalf that it does not intend to pay for service;

.01110 a Customer subscribed to a service accessed with an authorization code has not used the service (with the exception of calls to Directory Assistance) for 90 days. In such case the Company may deactivate the authorization code. If the Customer wishes to renew service (e.g., upon reopening its business), the Company will promptly supply a new authorization code. This provision does not apply to Customers whose service is accessed by dialing "1+" into central offices where equal exchange access is available;

.01111 a Customer has not used a Service (of any type) for 12 months;

.01112 the Customer or prospective Customer uses service to transmit or receive a message, locate a person, or otherwise give or obtain information without payment for service;

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II. TERMS AND CONDITIONS (Cont'd)

2. TERM (Cont'd)

2.C Service Cancellation by Company (Cont'd)

.01 (Cont'd)

.011 (Cont'd)

.01113 the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by:

.011131 using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner;

.011132 using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; Or

.011133 any other fraudulent means or devices.

.01114 the Customer uses service to entice callers to dial certain numbers and thereby incur charges without informing the callers that such charges will be incurred;

.01115 the Customer previously was provided with notice of noncompliance with any provision in this tariff, took corrective action within the requisite seven (7) day period to comply with the provision, but thereafter engages in the same non-compliant activity;

.01116 the Customer acts, or fails to act, in a manner that hinders or frustrates any investigation by the Company or others having legal authority to investigate Customer compliance with this tariff or with the Customer's other legal obligations;

.01117 the Customer fails to pass back to the Company appropriate answer supervision so that a call can be billed;

.01118 the Customer is reselling service, having elected to use a Company Carrier Identification Code (CIC), but fails or refuses to indemnify the Company for costs incurred by the Company as the result of its use of a Company CIC;

0.1119 the Customer uses service for an unlawful purpose, or in a manner that interferes with service to other users; or

.01120 the Company reasonably determines, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

2. TERM (Cont'd)

2.C Service Cancellation by Company (Cont'd)

.01 (Cont'd)

.012 Immediately, and without notice, if:

.0121 in the event of tampering with the utility's equipment;

.0122. in the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utility's equipment, the public, or to employees of the utility; or

.0123 in the event of a customer's use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.

.02 Discontinuance or cancellation of service by the Company will not relieve the Customer of any obligation to pay for service previously furnished to the Customer or for any termination or other charges. Upon the Company's discontinuance or cancellation of service to the Customer, all applicable charges, including termination charges, become due. The remedies set forth above are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff or a Signed Contract.

2.D Notice

Except as otherwise expressly provided for in this tariff or in a Signed Contract, service will be provided until canceled by the Customer with the required prior written notice or until canceled by the Company pursuant to the notice requirements set forth in Section 2.C. For service provided exclusively solely within this state, Customer must provide 30 days written notice. Disconnection notices must be labeled conspicuously "Disconnect Request." Notice is deemed effective only if Customer receives a written confirmation of receipt from Company; Customer should contact its account representative or Customer Service if it does not receive such confirmation within 5 business days. Notice must be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the following addresses. Except as provided otherwise, notices will be deemed to have been given when received. This provision does not waive or otherwise affect any contractual charges or damages that may arise from the termination of a service or a contract. Customer remains responsible for any use of service (including related recurring charges), even if service is disconnected after the requested disconnection date.

To Company:
Verizon
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service
Email notice@verizonbusiness.com

With Copy to:
Verizon
22001 Loudoun County Parkway
Ashburn, VA 20147
Attn: Vice President, Legal

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

2. TERM (Cont'd)

2.D Notice (Cont'd)

To Customer. notice may be provided to any of the following:
- the notice address in a Signed Contract that has not been superceded even if the contract term has expired
- an address to which invoices are sent
- any other address reasonably calculated to achieve actual notice under the circumstances

2.E Service Transitioning
If a Customer voluntarily discontinues service or has its service terminated for cause, including for non-payment of amounts due and owing the Company, the Company will have no obligation whatsoever to assist the Customer in any respect in transitioning to another provider's service.

3. MINIMUM ANNUAL VOLUME COMMITMENT, UNDERUTILIZATION AND EARLY TERMINATION CHARGES
Minimum Annual Volume Commitments and Underutilizaton and/or Early Termination Charges, if applicable, are established in the tariff for each service or in the Signed Contract.

4. RATES, CHARGES AND PAYMENT TERMS

4.A Payment Terms

.01 Service Charges: The Customer is responsible for payment to the Company, or to any entity designated by the Company as its collection agent, for all charges associated with service furnished to the Customer or any Authorized User, including any applicable underutilization or early termination charges. This responsibility for payment is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided systems, facilities or services interconnected to the Customer's service, which use, misuse, or abuse may be occasioned by third parties including, without limitation, the Customer's employees or other members of the public. Payments must be made at the address designated in the invoice or other such place as Company may designate. Amounts not paid or disputed under the terms of the Company Customer Agreement on or before 30 days from invoice date or such other due date set forth as provided above are considered past due. For the purpose of billing, service is deemed to start on the day the service and its associated equipment, if any, are installed or otherwise made available for Customer's use. Where billing is based upon Customer usage, Customers will be billed for all usage starting on the date usage begins.

Charges for service may be:

.011 non-recurring or one-time charges that are payable when the service with which they are associated has been performed. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with service provided to a Customer, those charges, along with any applicable Company charges, will be charged to the Customer;

.012 recurring charges which are fixed in amount and not dependent on usage are billed in advance; or

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.A Payment Terms (Cont'd)

.01 Service Charges: (Cont'd)

.013 usage charges billed after each usage cycle associated with service.

The charges for which the Customer is responsible are the rates and charges in effect at the end of the monthly billing period applicable to the Customer for the service provided.

.02 Billing Increment:

.021 The duration of a call or other billing unit is rated in the billing increments applicable to the service. If the final interval of a call or other billing unit is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.

.022 Computed usage charges or credits for each call are rounded to the nearest cent (except as noted below for the minimum charge).

.023 Billable time for switched telecommunications service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

.03 Minimum Charge: The Company does not invoice charges in fractions of a cent; the minimum charge for any charge element is $ .01. For example, if a Customer's ECR platform or transport charge calculates to anything less than $.01 (e.g., $.004, each such charge will be billed at $.01).

.04 Payment Period: Invoices are due and payable in U.S. dollars within thirty (30) days of the invoice date, unless the Company expressly indicates otherwise on the invoice or in a contract between the Company and the Customer. If the Company becomes concerned at any time about the ability of a Customer to satisfy its payment obligation, the Company, in its sole discretion, may require that the Customer pay its invoices within a specified number of lesser days and to make such payments in cash or the equivalent of cash. A late payment charge equal to the lesser of: (i) one and one-half percent (1.5 %) per month, compounded, or (ii) the maximum amount allowed by applicable law will be applied against past due amounts, including taxes. The late payment charge will be applied to any disputed portion of the unpaid balance that is resolved against the customer. A charge is considered disputed on the date the Company receives sufficient documentation to raise a bona fide question about the charge which Company is able to effectively investigate. A dispute is deemed resolved on the date the Company completes its investigation and notifies the Customer of its disposition. A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

.05 Outstanding Balance Payments: The Company may require a Customer that owes an outstanding balance to any Company affiliate to pay the outstanding amount in full before the commencement of service.

.06 Reserved for Future Use

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.A Payment Terms (Cont'd)

.07 Security Compliance: The Company may refuse to accept or process service orders between the time of its request for a security deposit or commercial credit card account number against which service charges can be applied and the time of a Customer's compliance with the request.

.08 Past Due Accounts: The Company may refuse to furnish service if any Customer account with the Company is past due.

.09 Installation Charges: All installation charges assume installation at normal locations under normal working conditions. Any installation made under other circumstances is subject to an additional charge.

.10 Reserved for Future Use

.11 Application of Service Credits: Service credits due Customer that are related to, or based on, service usage will be applied before the application of taxes and any Governmental Charges; and service-related credits due Customer that are not related to, or based on, service usage will be applied after the application of taxes and any Governmental Charges.

.12 Taxes

.121 The Company's rates and charges for service are exclusive of the following charges that will be assessed, and which shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted:

.1211 applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts and value added taxes;

.1212 any tax imposed by an authority on the benefits of a promotion offered by the Company involving services or goods of a third party;

.1213 other taxes;

.1214 tax-like charges to recover amounts the Company is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs;

.1215 other tax-like charges;

.1216 a tax-related surcharge imposed on all charges (net of bad debts) for outbound service originating in, or inbound service terminating in, a jurisdiction which levies, or asserts a claim of right to levy:

.12161 a gross receipts tax, a license tax, or other tax-like charge on the Company's operations in that jurisdiction based on the Company's gross receipts, revenues or operations in that jurisdiction.

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.A Payment Terms (Cont'd)

.12 Taxes (Cont'd)

.122 All taxes, tax-like charges and the tax-related surcharges are referred to collectively as "Tax(es)." The Company may elect to impose and collect such Taxes, unless otherwise constrained by court order or direction. The Customer agrees to pay all Taxes imposed. If the Company has collected Taxes and a challenged Tax is found to have been invalid and unenforceable, and if the amounts collected were retained by the Company or delivered over to the jurisdiction and returned to the Company, the Company, in its sole discretion, may reduce service rates for a fixed period of time in the future in order to flow-through to customers an amount equivalent to the amounts collected, credit or refund such amounts to affected customers (less its reasonable administrative costs), or negotiate an arrangement with the jurisdiction to provide a future benefit for customers in that jurisdiction. Customer will pay any Taxes that become applicable retroactively.

.123 If the Customer provides the Company with a duly authorized exemption certificate, the Company will exempt the Customer in accordance with law, effective on the date the Company receives the certificate.

.124 Taxes based on the Company's net income will be the Company's sole responsibility.

.13 Notice of Dispute: If the Customer does not give written notice to the Company of a dispute with respect to invoiced charges or the application of Taxes within six (6) months of the date of the invoice, the invoice, or application of taxes, shall be deemed to be correct and binding on the Customer for all purposes.

.14 Reserved for Future Use

.15 Treatment of Credit Balances: If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account, if the Customer has one, or will mail a check for the balance to the Customer at its last known address according to the records of the Company.

.16 Early Termination Charges: No provision for payment of a sum upon termination of service prior to the end of a committed term (whether the sum is called a termination charge, termination liability, or is otherwise designated), where termination is (a) by the Customer in the absence of a material breach by the Company of its obligations, or (b) by the Company when permitted or required, shall be construed as an alternative performance or in any other manner a grant of permission or right to the Customer to terminate service prior to the end of the committed term. Any such early termination will be deemed to be a material breach by the Customer of its contractual obligation to the Company.

.17 Check Payments: In the event payment is made by check and the Customer's check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a $15 fee, in addition to all other remedies available to the Company.

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.A Payment Terms (Cont'd)

.18 Delay in Billing Capability: If billing systems or other required support is not available to bill for service, any service feature, any service-related surcharge, or any other charge element at the time of service provision, the Company will bill for that service, feature, surcharge or other charge element as soon as it is capable of doing so.

.19 Unbilled Charges: Except in cases involving fraud, the Company will invoice previously unbilled charges for service if the invoice date is no later than one hundred and eighty (180) days from the end of the monthly billing period in which the charges occurred. In cases involving fraud, the Company will invoice previously unbilled charges if the invoice date is no later than eighteen (18) months from the end of the monthly billing period in which the charges occurred.

.20 Reserved for Future Use

.21 Unbillable Charges: Calls may not be placed using a local exchange company's calling card if that local exchange company is not obligated to invoice such calls on Company's behalf, and calls may not be placed or received using 10-10XXX dialing or collect or third party calling conventions, e.g., 1-800-COLLECT, if the serving local exchange carrier is not obligated to provide billing name and address (BNA) information to Company in connection with such calls.

.22 Applicable Local Exchange Carrier Terms: The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the applicable local exchange carrier's tariff apply to charges of Company for which the local exchange carrier serves as the billing agent for Company or buys Company's accounts receivables.

.23 If an entity (other than the Company) imposes charges on the Company, in addition to its own internal costs, in connection with a Service, those charges may be passed on to the Customer.

4.B Service Credits

The following credits for service interruptions apply, except for Directory Assistance, and except as otherwise expressly provided for in this tariff or in a Signed Contract.

.01 For services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, the following credits will be made for an interrupted call that can be remedied by redialing the called number.

.011 Usage Charges: A credit will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in service. A Customer also may be granted a credit for reaching a wrong number. To receive a credit, the Customer must notify his or her Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.B Service Credits (Cont'd)

.01 (Cont'd)

.012 When a call is involuntarily disconnected, the Customer will be given a credit equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. When a domestic call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit of the Customer's choosing, either (a) $2.65 per reported call, or (b) an amount equal to the basic or standard charges for the reported call, up to a maximum of thirty (30) minutes. A Customer who has reached a wrong number will be given a credit equal to the charge for the initial minute of the call to the wrong number, if he or she reports the situation promptly to a Customer Service Representative. This credit is limited to $100 over a twelve (12) month period.

.02 Recurring Charges: For services for which charges are specified on the basis of a monthly recurring charge, the following credits will be made for service interruptions.

.021 If service is interrupted for a period of less than two (2) hours, no credit will be given.

.022 When service is interrupted for a period between two (2) and twenty-four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge.

.023 When service is interrupted for a period of more than twenty-four (24) hours, a credit will be given in an amount equal to one thirtieth (1/30) of the applicable monthly recurring service charge for each twenty-four (24) hour period or fraction thereof that service is interrupted.

.03 Alternative Credit: In lieu of the credits provided for in the previous three subsections, the Company may apply a credit against usage or monthly recurring charges in an amount not to exceed $1,000 per Customer or account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to considerations involving the delivery of past service to the Customer or an account.

.04 No Credit: No credits will be given for interruptions:

.041 caused by the act or omission of the Customer or an Authorized User;

.042 due to the failure of power, equipment, systems, facilities or services not provided by the Company;

.043 during any period during which the Company or its representatives are not afforded access to the premises where access lines or Company facilities associated with the Customer's or Authorized User's service are located;

.044 during any period when the Customer or an Authorized User has released service to the Company or its representative for maintenance, service rearrangement, or the implementation of a Customer service order;

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.B Service Credits (Cont'd)

04 No Credit: (Cont'd)

.045 during any period when the Customer has chosen not to release service for testing or repair and the Customer continues to use service on an impaired basis;

.046 due to network busy conditions; or

.047 not reported to the Company.

.05 Interruption Period: An interruption period begins when the Company receives notification that service has been interrupted and service has been released for testing and repair. An interruption period ends when service is restored. If the Customer reports that service has been interrupted, but refuses to release it for testing and repair, the service is deemed to be impaired, but not interrupted for crediting purposes.

.06 Affected Service: Only those segments of service actually affected by an interruption are considered in determining the credit amount.

.07 Use of Alternative Service: If the Customer elects to use another means of communicating after a service interruption has occurred, or during a period when he or she is unable to use service, the Customer is responsible for paying the charges for the alternative service used and will not be reimbursed by the Company other than via the appropriate credit as set forth in this tariff.

.08 Extent of Service: For purposes of crediting, "service" includes facilities provided by the Company and/or a participating international carrier or an overseas administration connecting with such international carrier.

.09 Redundancy: At the Customer's request and cost, the Company will undertake to make arrangements for service redundancy, whenever possible.

4.C Fraud

.01 Theft of Service: Except with respect to usage involving the use, misuse or abuse of Customer Premises Equipment (CPE) interconnected with service, or as otherwise provided in this section or in any Signed Contract, the Company will issue full credit for invoiced charges for Customer calls determined to the reasonable satisfaction of Company to have resulted from a "theft of service." A "theft of service" is the unauthorized use of the Customer's service following its theft by a third person over whom neither the Customer nor an Authorized User possesses an ability to control. Under no circumstance will credit be issued for service use resulting from the acts or omissions of the Customer or any Authorized User, or from the acts of any of the Customer's or Authorized User's employees, former employees, agents, vendors or independent contractors. To qualify for a credit, the Customer must: (1) notify the Company in writing within ninety (90) days of the Customer's receipt of the first invoice containing alleged unauthorized service use; and (2) co-operate fully with the Company in connection with any investigation, prosecution or litigation arising from such theft of service. The Customer's written notification must identify with specificity the service use for which the Customer is seeking credit.

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.C Fraud (Cont'd)

.02 Remote Toll Fraud Program: The Remote Toll Fraud Program provides the procedure required for Customer fraud credit requests and limits a qualifying Customer's liability for verified Remote Toll Fraud usage charges. For purposes of this Program, Remote Toll Fraud is defined as: (i) the placement of unauthorized outbound calls to international locations by using the Customer's outbound international service; or (ii) unauthorized use of eligible toll-free service originating from a domestic location(s) and compromising certain CPE associated with the service(s) located in the United States. The following terms and conditions apply to the Remote Toll Fraud Program:

.021 To be eligible to receive benefits under this Program, the Customer must:

.0211 provide the Company with requested information concerning any password(s) used to access CPE involved in any suspected Remote Toll Fraud;

.0212 co-operate with the Company in all efforts to identify, prevent or eliminate suspected or confirmed Remote Toll Fraud. For purposes of notification, the Customer must furnish the designated Company Representative with: (i) the names of Customer personnel involved in the Program, including individuals capable of being contacted 24 hours per day, seven days per week; and (ii) Customer pager, cellular or off-hour telephone numbers. This information must be furnished initially by the Customer and updated, as necessary, in order for the Customer to become, and remain, eligible to receive benefits under the Program;

.0213 provide follow up information regarding the nature of any potentially fraudulent usage within forty-eight (48) hours of a Company notification to the Customer. Provide Company with access to its CPE within twenty-four (24) hours of a Company request, and the Customer must allow the Company Representative to investigate the current and/or former CPE configuration. Under no circumstance will the CPE configuration be, or be deemed to be, the responsibility of the Company;

.0214 immediately notify the Company whenever Remote Toll Fraud is suspected or detected, irrespective of whether other common carrier(s) are involved;

.0215 notify the Company in writing within sixty (60) days of receipt of the first Company invoice containing any suspected Remote Toll Fraud usage charges. If the Customer fails to notify the Company, all usage charges for which written notice has not been provided will not qualify as Remote Toll Fraud usage charges. The Customer's notice must establish with specificity (e.g., by way of call detail records) to the reasonable satisfaction of the Company that the suspected usage charges are covered under the Program; and

.0216 notify the Company in writing within sixty (60) days of the end of the Remote Toll Fraud incident of the means by which the fraud occurred, if known, and the changes made to the Customer's CPE to prevent future Remote Toll Fraud.

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.C Fraud (Cont'd)

.02 Remote Toll Fraud Program: (Cont'd)

.022 Program Benefits and Other Program Conditions:

.0221 CPE eligible for participation in the Program is limited to a single Private Branch Exchange (PBX) or a single electronic key system located on Customer Premises within the United States.

.0222 Under no circumstance will the Program cover, nor will Remote Toll Fraud be defined to include, calls placed by wireless devices, dial-around (10-10-XXX) calls, Operator Service calls, toll-free or 900 pay-per-call traffic, or calls made through any non-Company conferencing service or Centrex system.

.0223 For each incident of Remote Toll Fraud, an eligible Customer will be liable to the Company for the first $10,000 of Remote Toll Fraud usage charges for calls occurring prior to notification. For purposes of this section notification is defined as (i) notice to the Customer from an authorized representative of the Company's Fraud Prevention organization or Account Team representative; or (ii) notice from the Customer to the Company's Fraud Prevention organization or Account Team representative of suspected remote access fraud. An eligible Customer's pre-notification liability will not exceed $10,000 per Remote Toll Fraud incident, but the Customer will be liable to the Company for all Remote Toll Fraud usage charges for calls occurring after notification is given by the Company to the Customer or by the Customer to the Company.

.0224 The $10,000 limitation of Customer liability will not apply to CPE for which a credit previously was given, or to any other CPE connected to CPE for which a credit previously was given, until a "30 day fraud-free period" has elapsed. This period will be measured beginning with the date of the last fraudulent call of the last incident affecting the same CPE.

.0225 CPE not owned or leased by the Customer and not subject to the Customer's direct control, whether on Customer Premises or elsewhere, is not eligible under the Program.

.0226 The Program will not cover any Remote Toll Fraud usage charges resulting from the negligent or intentional acts of the Customer, its employees, former employees, agents, vendors or independent contractors.

.0227 Credited Remote Toll Fraud usage charge amounts will be excluded from the ascertainment of volume/term discount levels and satisfaction of any applicable volume/revenue requirements.

.0228 With respect to any credit amount awarded to Customer under this Program, the Company is subrogated to any and all rights of the Customer with respect to any associated claims against third parties (including, without limitation, any person who made the unauthorized calls resulting in the credit amount given).

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II. TERMS AND CONDITIONS (Cont'd)

4. RATES, CHARGES AND PAYMENT TERMS (Cont'd)

4.C Fraud (Cont'd)

.02 Remote Toll Fraud Program: (Cont'd)

.023 Failure of the Customer to comply with any of its obligations under the Remote Toll Fraud Program will disqualify the Customer from current and future participation in the Program at all Customer locations.

.03 Company may, but is not required to, advise Customer of abnormal calling patterns or other possible unauthorized use of facilities or Service assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which Company believes to be unauthorized or fraudulent.

5. TERMINATION
Termination rights of the Company and the Customer are established in this tariff or in any Signed Contract.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

6.A WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS TARIFF OR IN A SIGNED AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY COMPANY SERVICES, SOFTWARE OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6.B LIABILITY DISCLAIMER. Except for credits for service interruptions, as provided for in Section 4.B, the Company will not be liable for any failure of performance due to causes beyond its reasonable control, including, but not limited to, acts of God, fires, floods or other catastrophes; terrorist acts, embargo, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; unavailability of equipment, software or parts from vendors; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; any law, order, regulation or other action of any governing authority or agency thereof; or changes requested by Customer.

6.C LIABILITY LIMITATION. The liability of the Company in tort for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. Except as noted in the preceding sentence, the Company's liability, if any, is limited to an amount equal to the credit, if any, provided by this tariff. The limitations in this sub-section apply, without limitation, to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation, provision, termination, maintenance, repair, interruption, restoration or billing of any Service (including component features, options or facilities) offered under this tariff, including without limitation from mistakes, omissions, interruptions, delays, errors or defects of any kind. NOTWITHSTANDING ANY PROVISION OF THIS TARIFF TO THE CONTRARY, IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CUSTOMER OR OTHERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS REVENUE, PROFITS OR GOODWILL, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE (WHETHER OR NOT THE COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

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II. TERMS AND CONDITIONS (Cont'd)

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY (Cont'd)

6.D LIMITATION OF ACTION. No claim, action or other proceeding against the Company may be brought more than two years after the service to which it relates is rendered.

6.E INDEMNIFICATION. The Company will be indemnified, defended and held harmless by the Customer, and by others authorized to use service, against all claims of loss, expense or damage arising from the use of service, including without limitation:

.01 claims of libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information or other content transmitted via service;

.02 patent infringement claims arising from the combining or connecting of service with systems or facilities furnished by the Customer or others;

.03 claims by the Customer or others for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure of operation, maintenance, removal, presence, condition, location or use of service furnished by the Company at any location at which there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuited for service installation;

.04 claims of criminal enterprise;

.05 claims arising out of the failure of Customer-provided equipment, facilities, systems or services;

.06 claims for personal injury or death of any person related to the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Company, if not solely caused by negligence of Company;

.07 claims arising out of the use by Customer of Services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its Services; or

.08 all other claims arising out of any act or omission of the Customer or an Authorized User in connection with service provided by the Company.

6.F THIRD PARTY ACTS. The Company will not be liable for any act or omission of any other person furnishing a portion of service, or for any act or omission of a third party, including those vendors participating in offerings made to Customers that involve service, or for damages associated with service or facilities which the Company does not provide, or for damages which result from the operation of Customer-provided systems, facilities or services interconnected with the Company's service.

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II. TERMS AND CONDITIONS (Cont'd)

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY (Cont'd)

6.G DANGEROUS CONDITIONS. The Company makes no guarantee or 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.

6.H PREMISES LIABILITY. The Company is not liable for any defacement of, or damage to, the premises of a Customer or Authorized User resulting from the furnishing of service, or the attachment to service by the Company of instruments, apparatus and associated wiring on such Customer Premises, or from the installation or removal thereof, when such defacement or damage is not the result of Company negligence, including that of its agents or contractors. No agents or employees of other carriers shall be deemed to be agents or employees of Company.

6.I RISK-BASED PRICING. The rates and charges in this tariff (as well as its other terms and conditions) are based and dependent on the tariff's disclaimers and limitations of warranties and liability.

7. ADDITIONAL TERMS AND CONDITIONS FOR TOLL-FREE SERVICE
In addition to the other General Terms, for toll-free service (including features), the following apply:

.01 At the Customer's request, the Company will perform the function of a Resp Org, specifically: (1) searching for, and reserving, toll-free telephone numbers with the toll-free Service Management System (SMS/toll-free); (2) creating and maintaining toll-free telephone number Customer records with the SMS/toll-free; and (3) providing a single-point-of-contact for trouble reporting involving toll-free service.

.02. In its capacity as Resp Org, the Company will reserve, assign, activate or change, upon request, toll-free numbers for a Customer or prospective Customer, and will administer toll-free numbers in accordance with the rules of the Federal Communications Commission, customary industry standards and practices, the terms of this tariff, and the effective procedures of the SMS/toll-free. Customers may request the reservation, assignment or activation of toll-free numbers on their own behalf, or a Customer which resells toll-free services may make such requests on behalf of its customers. A Customer who resells toll-free services must provide to any of its customers or prospective customers, upon reasonable request, information concerning the status of a particular toll-free number(s) in which the customer or prospective customer has an interest and, if applicable, the identity of the Resp Org(s) for the toll-free number(s). When a resale Customer decides (or learns of its customer's decision) not to utilize the reserved, assigned or activated toll-free number, the Customer must notify the Company within forty-eight hours so that the Company can release the toll-free number into the pool of numbers available for assignment in accordance with industry standards and practices.

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II. TERMS AND CONDITIONS (Cont'd)

7. ADDITIONAL TERMS AND CONDITIONS FOR TOLL-FREE SERVICE (Cont'd)

.03 With respect to any claim that arises out of the Company's acting as a Resp Org or relates to the Company's provision of toll-free service, including without limitation toll-free Directory Assistance and toll-free service provided with a number or numbers other than the one(s) provided by the Company to the Customer, the liability of the Company is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's actions, or (b) $1,000.

.04 A Customer of toll-free service is responsible for payment for all calls placed to or via the Customer's service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or interconnected Customer-provided system facilities or service, which use, misuse or abuse may be occasioned by third parties including, without limitation, the Customer's employees and members of the public who dial the Customer's toll-free service number(s) either by mistake or with the intent to abuse service.

.05 If a Customer accumulates more than $1,000 of undisputed Company toll-free service charges, the Company may refuse to honor any Customer request for a Resp Org change until such undisputed charges are paid in full.

.06 The following pertain to the use of toll-free numbers:

.061 Notwithstanding any other provision in this tariff, if the Company determines that a toll free number associated with service provided by the Company is being used in violation of the requirements of this tariff, the Company may terminate service as follows:

.0611 Immediately,

.06111 in the event of tampering with the utility's equipment;
.06112 in the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utility's equipment, the public, or to employees of the utility; or
.06113 in the event of a customer's use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.

.0612 For any other reason for which disconnection is allowed, upon five (5) business days' notice (excluding Sundays and legal holidays) before service disconnection, and such service may not be disconnected on Friday, Saturday, Sunday, or a legal holiday or a day when the business office is not open.

.062 If the Company terminates toll-free service pursuant to Section 6.1 above, the Company will retain control for four (4) months of all toll-free numbers associated with terminated service. During the four-month period, the Company will not transfer the number to any other Customer, will refuse to reconnect the number for the previous Customer, except upon direction from the Federal Communications Commission or a court or commission of competent jurisdiction; will refuse to honor transfer of service arrangements between the disconnected Customer and any third party; and will refuse to honor any change of Resp Org forms issued by the terminated Customer.

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II. TERMS AND CONDITIONS (Cont'd)

7. ADDITIONAL TERMS AND CONDITIONS FOR TOLL-FREE SERVICE (Cont'd)

.06 (Cont'd)

.063 If the Federal Communications Commission, state commission, or a court of competent jurisdiction orders the Company to return the number to the control of the terminated Customer, or if the Company determines that its tariff requirements have not been violated, the Company will reestablish service without charge to the Customer. The Company also will not impose any underutilization or other charge as a result of a service disconnection that is overruled by the Federal Communications Commission of a court of competent jurisdiction.

.064 At the end of the four-month period, assuming there is no outstanding challenge to the actions of the Company, the Company will return control of the toll free number to the numbering authority for availability on a first-come, first-served basis pursuant to existing industry practices.

.065 The termination of service by the Company pursuant to this subsection does not relieve the Customer of any obligation to pay the Company for charges due and owing for service furnished up to the time of service termination. In the event service is terminated for cause and the Customer is committed to a term or other plan for which charges apply in the event of Customer termination for convenience, the Company will charge, and the Customer will be obliged to pay, as though it had terminated service for its own convenience.

.066 Answer Supervision: A call begins when a call is terminated on or passes through Customer's Premises equipment. The Customer must provide answer supervision back to the Company point of connection when the toll free service is connected to switching equipment or a Customer-provided communications system. In such cases, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon the delivery of the call to the customer's switching equipment or communications system and ends upon termination of the call.

.07 The Company, upon written Customer request, may institute (and subsequently remove) call blocking to the Customer's toll-free telephone number(s) from certain countries, cities, NXX exchanges, or individual telephone stations in order to prevent the receipt of telephone calls made for the purpose of annoying, abusing, threatening or harassing any person at the called number. The Company reserves the right to limit the number of requests for toll-free call blocking per Customer.

.08 Toll-free telephone numbers may not be hoarded, marketed or sold by Customers, except as permitted by the rules and policies of the Federal Communications Commission.

8. MISCELLANEOUS PROVISIONS

8.A Reserved for Future Use

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8.B Confidential Information

Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for proper purposes, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to services provided under this tariff; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements.

8.C CPNI Consent

Company acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Company, as well as related local and toll billing information, made available to Company solely by virtue of Customer's relationship with Company. With Customer consent, Company may share Customer CPNI and other Confidential Information among its affiliates (collectively, "Verizon"), including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). Customer consents to Verizon using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

8.D Protection of Customer CPNI

.01 Verizon will protect the confidentiality of Customer CPNI in accordance applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this tariff.

.02 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following:

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II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8.D Protection of Customer CPNI (Cont'd)

.03 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

.04 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

.05 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or Deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access as applicable).

.06 During the Service Agreements, Customer will at all times have designated representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this tariff. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address, and telephone number.

.07 Customer agrees that it will, consistent with all legal requirements, authenticate as authorized to access CPNI any person it provides with the means to obtain such access. Customer also will upon reasonable request provide to Verizon the identity and contact information for personnel authorized by Customer to access Service and CPNI, as well as any personal with the authority to authorize other personnel to access Service or CPNI. Customer agrees to cooperate with Verizon's reasonable authentication and security procedures for access to CPNI, including, without limitation, password resets and re-authentication of personnel.

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8. E Customer Data Privacy

Customer acknowledges that the Company, its affiliates and agents will, by virtue of the provision of service, come into possession of information and data regarding Customer, its employees and Authorized Users. This information and data ("Customer Data") shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of Customer, its employees or Authorized Users, and other data provided to or obtained by the Company, its affiliates and agents in connection with the provision of service. Customer acknowledges and agrees that the Company, and its affiliates and agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (1) in connection with provisioning of service; (2) to incorporate the Customer Data into databases controlled by the Company and its affiliates for the purpose of providing service, administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and (3) to communicate to Customer regarding products and services of the Company and its affiliates by voice, letter, fax or email. Customer may withdraw consent for such communications (or any use, transfer or processing of Customer Data except for that required to provision, administer, bill or account for the service) by sending written notice to the Company. Customer's consent is effective until withdrawn. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this Section.

8.F Assignment

Customer and Company may assign a Signed Contract or any of its rights under it to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Company's creditworthiness standards for the assignment to become effective. All other assignments (or other transfers of rights or obligations) without prior written consent are void.

8.G Supplemental Customer Obligations Pertaining to Customer-obtained Facilities; Security; Site Access; and Customer Information In addition to the obligations of Customer contained elsewhere in this tariff, Customer also will be responsible for satisfying the following requirements in connection with the receipt of service:

.01 Customer-Obtained Facilities. Customer is responsible for obtaining, installing, and maintaining all equipment, software, wiring, power sources, telephone connections and/or communications services necessary for interconnecting with the Company's service ("Facilities"). Customer is responsible for ensuring that such Facilities are and remain compatible with service. The Company is not responsible for the availability, capacity and/or condition of any Facilities provided by third parties. Customer hereby grants to the Company all licenses, waivers, consents, or registrations necessary to deliver, install, and maintain Company-provided equipment on Customer or Authorized User premises.

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II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8.G Supplemental Customer Obligations Pertaining to Customer-obtained Facilities; Security; Site Access; and Customer Information (Cont'd)

.02 Company-Provided Equipment. Customer agrees to operate Company-provided equipment in accordance with instructions of Company or Company's agent. Failure to do so will void any Company responsibility for interruption of service and may make Customer responsible for damage to equipment. Customer agrees to return to Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. That equipment must be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse Company, upon demand, for any costs incurred by Company due to Customer's failure to comply with this provision.

.03 Security. Customer, at its expense, will take all reasonable steps necessary to preserve and protect Company-provided equipment, software, data and systems located on Customer's premises or, otherwise, in Customer's control and used in connection with Company service, whether owned by Customer, the Company, or a Company affiliate or subcontractor.

Customer acknowledges and agrees that the Company will not be liable, either in contract or in tort, for any loss resulting from any unauthorized access to, alteration of, or use of Facilities used in connection with service. Customer agrees to safeguard account passwords and other information used to provide access to Company products and services. Customer shall require its end users to rotate passwords periodically, but no less often than every ninety (90) days. Customer shall cooperate fully with Company to promptly mitigate any unauthorized use or disclosure of Customer passwords or other authentication information.

.04 Customer Site Access. Customer agrees to allow the Company and its affiliates or subcontractors and their respective employees and agents access to Customer or Authorized User premises at which service is being or will be provided (including access to associated equipment), without limitation for inspecting, installing, testing, repairing or removing service, on an unrestricted basis, 24 hours a day and 7 days a week.

.05 Customer Information. The Customer must furnish the Company with all information needed by the Company to install, maintain, change or remove service including, without limitation, circuit installation and disconnection authorization information.

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II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8.H Software and Documentation

Where software is provided by Company under license from a third party, Customer's rights to use the software are subject to that license and Customer may be required to execute a separate software license agreement in a form satisfactory to the underlying third-party licensor. Software and related documentation provided by the Company to Customer in connection with service and not otherwise subject to either a separate Signed Contract or to an accompanying shrink wrap license (collectively the "Software") is subject to the following:

.01 In consideration for payment of any applicable fees, Customer is granted a personal, non-exclusive, non-transferable license to use the Software, in object code form only, solely in connection with service for Customer's internal business purposes on Customer-owned or Customer-leased equipment (the "License"). Customer may not use the Software (i) in connection with the products and/or services of any third party, or (ii) to provide services for the benefit of any third party, including without limitation as a service bureau.

.02 Customer may make one copy of the Software, other than the documentation, for archival or back-up purposes only, provided that any copyright and other proprietary rights notices are reproduced on such copy. Customer may not make any copies of documentation provided as part of the Software.

.03 Customer may not: (i) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the Software in any manner; or (ii) sell, assign, license, sublicense or otherwise transfer, transmit or convey Software, or any copies or modifications thereof, or any interest therein, to any third party.

.04 All rights in the Software, including without limitation any patents, copyrights and any other intellectual property rights therein, shall remain the exclusive property of the Company and/or its licensors. Customer agrees that the Software is the proprietary and confidential information of the Company and/or its licensors subject to the provisions of any contract between the parties pertaining to "Confidential Information."

.05 Except to the extent otherwise expressly agreed by the parties in writing, the Company has no obligation to provide maintenance or other support of any kind for the Software, including without limitation any error corrections, updates, enhancements or other modifications.

.06 The License will immediately terminate upon the earlier of: (i) termination or expiration of any contract between the Company and the Customer pertaining to the Software; (ii) termination of the service with which the Software is intended for use; or (iii) failure of Customer to comply with any provisions of this Subsection. Upon termination of any License, at the Company's option, Customer will promptly either: (i) destroy all copies of the Software in its possession; or (ii) return all such copies to the Company, and in either event provide a written officer's certification confirming the same.

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II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8. I Company Marks

A Customer may not: (a) use any service mark or trade mark of the Company or any of its affiliates, or of which the Company or any of its affiliates is a licensee, or (b) refer to the Company or any of its affiliates in connection with any product, equipment, offering, promotion (including without limitation in any press release, advertising or other publication) of the Customer or of a third party on behalf, or with the authorization, of the Customer, without the written approval of the Company affiliate. Customer agrees that: (a) any permitted use of a Company mark by it is for the exclusive benefit of the Company or the affiliate; (b) all good will resulting from use of the mark vests solely in the Company or the affiliate; and, (c) it will neither have nor make any claim in or to such mark.

8. J Other Provisions

.01 Reserved for Future Use

.02 No Waiver: Neither the Company's nor the Customer's failure, at any time, to enforce any right or remedy available in this tariff will be interpreted as a waiver of such party's right to enforce each and every provision of the tariff in the future.

.03 Severability: All provisions of this tariff are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be interpreted in such a manner as to carry out the full intention of the parties.

.04 Dispute Resolution: Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to a service agreement between Company and Customer, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), are first subject to a thirty (30) day negotiation period between the Company and Customer in which each shall disclose to the other all such documents, facts, statements and any other information which are reasonably requested and are relevant to the dispute in question.

No Disputed Claim (including an Equitable Claim) may be brought more than 2 years after the time the claim first could have been brought.

.05 Compliance with Laws: Customer and Company shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under a service agreement, including without limitation the export, import, customs, and foreign corrupt practices laws of the United States or any country in which Customer receives equipment, software or services.

.06 Service Order. Customers may be required to enter into written Service Orders which contain or reference the name of Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the applicable terms and conditions.

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INTRA-ISLAND TELECOMMUNICATIONS SERVICES TARIFF

II. TERMS AND CONDITIONS (Cont'd)

8. MISCELLANEOUS PROVISIONS (Cont'd)

8.J Other Provisions (Cont'd)

.07 Purchase Order: A Customer purchase order or similar document is evidence only of Customer's intention to purchase equipment, software and/or services. Except for a provision evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Company, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the relevant agreement between Customer an Company will govern.

.08 Independent Contractor Relationship; No Agency: The personnel of Customer and of Company are not agents or employees of the other and Customer and Company are each an independent contractor for all purposes and at all times in connection with a service agreement. Neither Customer nor Company has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other or bind the other in any respect whatsoever. Customer and Company each shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable to this provision.

.09 No Third-Party Beneficiaries. Except to the extent explicitly provided, any Company Signed Contract is solely for the benefit of Company and Customer and creates no rights in any third-parties not a party to that contract.

.10 Interpretation: No service agreement may be construed or interpreted for or against either Customer or Company because that party drafted or caused that party's legal representative to draft any of its provisions.

.11 Headings: The Section headings used in this tariff or a service agreement are for reference and convenience only and may not be considered in their interpretation.

.12 Signatures: Any requirement for a signature in a Company Customer Agreement (or an amendment to it) may be satisfied by a facsimile transmission of an original signature.

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