

RESALE SERVICES

6. OBLIGATIONS OF RESELLER6.0 GENERAL RESTRICTIONS ON AVAILABILITY]

Notwithstanding any other provisions of this Section 6, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 3.0. (N)]

6.1 GENERAL RULE

6.1.1 Except as otherwise provided by this tariff, a Reseller purchasing a Resold Service under this tariff has all of the obligations that would be imposed by the Primary Tariff for such Service upon an End User purchasing the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the Service, whether or not the Reseller is being paid by its own customers. However, the rate charged for such service, when sold to a Reseller under this tariff, is to be determined in accordance with Section 9 of this tariff, and is not directly governed by the price set forth in the Primary Tariff.

6.2 ORDERS FOR RESOLD SERVICES

6.2.1 A Reseller purchasing Resold Service under this tariff, or modifying or discontinuing an existing order for a Resold Service, must place an order with the Telephone Company through the interfaces referred to in Section 7.16 following. Such an order must include, at a minimum, and by way of illustration and not limitation, the following information:

- (A) If the Reseller assumes the account of an existing Telephone Company End User at the End User's existing premises, the order must identify the End User's line and indicate that the End User's existing service (or any specified modification to the service) is to be transferred to the Reseller;
- (B) If the order is for new Telephone Exchange Service, the order shall identify the service configuration desired, the address of the premises at which the service is to be provided, and any additional information that may be necessary to provision and bill the service and to include the Reseller's customer in the Telephone Company's White Pages directory, in the E-911 database, and, for business customers, in a one-line lightface listing in the Telephone Company's Yellow Pages directory;
- (C) If the order is for modification or discontinuance of service currently sold to the Reseller, the order shall identify the telephone number of the service and the changes desired, and any additional information required by the Telephone Company.

6.2.2 AUTHORIZATION - A Reseller placing an order under which it will assume the account of an existing Telephone Company End User customer, or the account of an existing End User customer of another Reseller, must obtain appropriate authorization from that End User for the change of service provider, and must verify and confirm that authorization, in accordance with procedures established by the Department of Public Utility Control.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.3 RESELLER AS POINT OF CONTACT WITH ITS CUSTOMERS

6.3.1 The Reseller shall serve as the single point of contact for its customers on such matters as billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints, etc. The Reseller shall be obligated to transmit such requests, reports, etc. to the Telephone Company, through the interfaces referred to in Section 7.16 following, to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff.

6.3.2 The Telephone Company will not process any requests received at any of its offices directly from the Reseller's End Users.

6.4 PROVISION OF CERTIFICATIONS, INFORMATION, ETC.

6.4.1 Upon reasonable request, but in any event no more than twice a year, the Reseller shall certify to the Telephone Company in writing that the services the Reseller is purchasing under this tariff are being purchased for resale.

6.4.2 The Reseller shall provide the Telephone Company with any certificates or other documentation that may be required under State tax law (for example to establish the fact that the Reseller is exempt from State sales taxes).

6.4.3 To the extent reasonably necessary for the planning of Telephone Company facilities, the Reseller shall provide, on request, forecasts of the approximate number of units of Telephone Exchange Service and other services that the Reseller expects to require in particular geographic areas. Such forecasts shall be fully subject to the confidentiality provisions set forth in Section 7.10.1 following.

6.4.4 The Reseller shall provide to the Telephone Company any additional information that is reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff.

6.5 INDEMNIFICATION OF THE TELEPHONE COMPANY BY THE RESELLER - The Reseller shall indemnify, defend, and hold harmless the Telephone Company against any claim, loss, or damage arising from:

6.5.1 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from communications (whether of the Reseller, the End User, or others) made through or by means of services furnished under this tariff;

6.5.2 Claims for patent infringement arising from the use of the services furnished by the Telephone Company in connection with facilities or equipment furnished by the Reseller or End User;

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.5 INDEMNIFICATION OF THE TELEPHONE COMPANY BY THE RESELLER - (Cont'd)

- 6.5.3 All other claims arising out of any act or omission of the Reseller or the End User in the course of using services provided pursuant to this tariff;
- 6.5.4 The Reseller will be required to indemnify the Telephone Company against any liability the Telephone Company may incur in reliance on incorrect certificates and documentation submitted pursuant to Section 6.4 preceding.

6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES6.6.1 PAYMENT OF RATES, CHARGES AND DEPOSITS

- (A) The Telephone Company may require any Reseller, that has a proven history of late payments or whose parent company or holding company has a proven history of late payments to the Telephone Company, or that does not have established credit, to make a deposit prior to or at any time after the provision of a service under this tariff. Any such deposit will be held by the Telephone Company as a guarantee of the payment of rates and charges. A deposit required under this section may not exceed the actual or estimated rates and charges for the service for a two-month period. Payment of a deposit does not relieve the Reseller from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills. At such time as the provision of the service to the Reseller is terminated, the amount of the deposit will be credited to the Reseller account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the Reseller has established credit or, in any event, after the Reseller has established a one-year prompt payment record at any time prior to the termination of the service to the Reseller. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the Reseller will receive interest at the same percentage rate as that set forth in (B)(2)(c)(i) or in (B)(2)(c)(ii) following, whichever is lower. The interest rate will be applied for the number of days from the date the Reseller deposit is received by the Telephone Company to and including the date such deposit is credited to the Reseller's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the Reseller's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Reseller's account.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)6.6.1 PAYMENT OF RATES AND DEPOSITS (Cont'd)

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the Reseller under this tariff attributable to services established, discontinued or performed during the preceding billing period. In addition, the Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Reseller for service under this tariff), the period of service each bill covers, and the payment date will be as follows:
- (1) The Telephone Company will establish a bill day each month for each Reseller account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (2) following. If payment is not received by the payment date, as set forth in (2) following, in immediately available funds, a late payment penalty will apply as set forth in (2) following;
- (2) All bills dated as set forth in (1) preceding for service provided to the Reseller by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Reseller as follows:
- (a) If such payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- (b) If such payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)6.6.1 PAYMENT OF RATES AND DEPOSITS (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

- (c) Further, if any portion of the payment is received by the Telephone Company after the payment date, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
 - (i) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the payment date to and including the date that the Reseller actually makes the payment to the Telephone Company, or
 - (ii) 0.0005 per day, simple interest, for the number of days from the payment date to and including the date that the Reseller actually makes the payment to the Telephone Company.
- (d) In the event that a billing dispute occurs concerning any charges billed to the Reseller by the Telephone Company the following regulations will apply.
 - (i) The first day of the dispute shall be the date on which the Reseller furnishes the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
 - (ii) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the Reseller of the disposition and, if the billing dispute is resolved in favor of the Reseller, applies the credit for the amount of the dispute resolved in the Reseller's favor to the Reseller's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
 - (iii) If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (c) preceding. Further, the Reseller will not receive a disputed amount penalty credit and/or a late payment penalty credit.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)6.6.1 PAYMENT OF RATES AND DEPOSITS (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(d) (Cont'd)

- (iv) If a Reseller disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the Reseller, the Reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.
- (v) If a Reseller disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the Reseller, the Reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the Reseller's favor as set forth in (c) preceding be will credited.
- (vi) If a Reseller disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the Reseller, the Reseller will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the Reseller's favor as set forth in (c) preceding will be credited.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)6.6.1 PAYMENT OF RATES AND DEPOSITS (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(d) (Cont'd)

- (vii) If a Reseller disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date resolution, and the billing dispute is resolved in favor of the Reseller, the Reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The Reseller will not receive a credit for the late payment penalty applied to the disputed amount resolved in the Reseller's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the Reseller will receive a credit for a late payment penalty applied to the disputed amount resolved in the Reseller's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in (c) preceding.
- (viii) If a Reseller disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the Reseller, the Reseller will not receive a credit for a disputed amount penalty from the Telephone Company. The Reseller will receive a credit for the late payment penalty applied to the disputed amount resolved in the Reseller's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in (c) preceding.
- (e) The disputed amount penalty shall be the disputed amount resolved in the Reseller's favor times a penalty factor. The penalty factor shall be the lesser of:
 - (i) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or
 - (ii) 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.6 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

- 6.6.2 Adjustments for the quantities of services established or discontinued in any billing period will be prorated to the number of days or major fraction of days based on a 30-day month. The Telephone Company will, upon request and if available, furnish to Reseller such detailed information as may reasonably be required for verification of any bill.
- 6.6.3 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 6.6.4 Where credit adjustments apply, credit adjustments will be computed by apportioning the total intrastate usage associated with the honored claim into day, evening and night periods using the Time of Day distribution applicable to the Reseller. The usage is then multiplied by the appropriate day, evening and night rates.

6.7 CLASS-OF-CUSTOMER RESTRICTIONS

- 6.7.1 A "class-of-customer restriction" is a restriction contained in the Primary Tariff for a particular Resold Service (or in the General Rules and Regulations applicable to that tariff) that limits the availability of the service to a particular type of customer, such as a business customer, residential customer, carrier customer, End User customer, etc.
- 6.7.2 Where a Resold Service is subject to a class-of-customer restriction, the Reseller may not resell such service to any customer not in the relevant class. However, the Reseller may purchase the service for Resale to a customer in the relevant class, whether or not the Reseller itself is within the class.
- 6.7.3 Notwithstanding Subsection 6.7.2, preceding, business services may be resold to residence End Users so long as the End User is served by a business exchange line and so long as all other services provided on that line are also under the business class of service and appropriate business rates.
- 6.7.4 Where a Reseller resells a service purchased under this tariff to another person, and such other person is itself a Reseller rather than an End User, the Reseller purchasing from the Telephone Company must require its End Users, by tariff or contract, to conform to any applicable class of End User restrictions and all other requirements of Resellers under this tariff.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)

- 6.8 RESPONSIBILITY FOR ENFORCEMENT OF TARIFF REGULATIONS - The Reseller assumes the responsibility for enforcement of all tariff regulations and class of service restrictions imposed for any particular service (e.g., prohibitions against unlawful use, damage to Telephone Company property, distinctions between residences and businesses) and any liability arising from violations thereof.
- 6.9 FLAT-RATED SERVICES - A Reseller may not aggregate the usage of more than one of its customers on a single resold flat-rated Telephone Exchange Service line.
- 6.10 RESELLER'S DISCONTINUANCE OF SERVICE - Where a Reseller discontinues its provision of service to all or substantially all of its customers, for any reason, except for customer specific credit or payment problems:
- 6.10.1 The Reseller must send advance written notice of such discontinuance to the Telephone Company. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such End User notice was mailed. Where the Reseller fails to provide notice, the Telephone Company will provide continuous service to the discontinued customers followed by a notice that customer's carrier is no longer providing service and that the customer needs to make other arrangements for local service. If the customer fails to make other arrangements, the Telephone Company will continue to serve the customer.
- 6.10.2 If the End User of a Reseller that has discontinued service does not elect another carrier within 15 days of the date of notice provided by the Reseller, then the Telephone Company will provide service to such End User at retail rates, and not under this tariff. In accordance with the Department's procedures, the Company retains the right to review these accounts and notify customers whose applications for service would have been conditioned on some payment that their service will not be continued unless the appropriate conditions for service are met within 15 days.
- 6.10.3 The Reseller must provide the Telephone Company with any information necessary to enable the Telephone Company to assume the End Users' accounts, including the End Users' service configurations and Billed Names and Addresses.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.11 USE OF TELEPHONE COMPANY BRANDS PROHIBITED - Without the Telephone Company's written authorization, the Reseller:

- 6.11.1 May not offer Resold Services to its customers under any of the brand names of the Telephone Company or of its affiliates; and
- 6.11.2 May not state or imply that there is any partnership or other joint business arrangement with the Telephone Company for the provision of services to the Reseller's customers.

6.12 INTERFACES6.12.1 IN GENERAL - All Resellers must establish automated interfaces complying with the format specified by the Telephone Company in order to:

- (A) establish any relevant end user accounts,
- (B) assign telephone line numbers,
- (C) directly enter all service orders to the Telephone Company systems,
- (D) negotiate with End Users for installation scheduling,
- (E) reserve installation appointments with the Telephone Company,
- (F) submit all End User service and repair inquiries,
- (G) verify telephone line network status with the Telephone Company on-line system
- (H) for any other purposes specified by the Telephone Company.

6.12.2 MISUSE OF INTERFACES - All Resellers must comply with agreed upon methods, procedures and operational guidelines in utilizing the interface format specified by the Telephone Company. Any use of interfaces for unauthorized purposes (including unauthorized access to data), or entry of false information through an interface, is prohibited.6.13 BILLING NAME AND ADDRESS - Resellers must make the Billing Names and Addresses of their End Users available to all telecommunication carriers for purposes of billing and collections.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.14 END USER'S ACCESS TO SERVICES IN GENERAL

6.14.1 IN GENERAL - Where a Reseller purchases Telephone Exchange Service from the Telephone Company under this tariff, and resells it to an End User customer, such End User will be able to access any and all services that an End User customer of the Telephone Company would normally be able to access on a Telephone Exchange Service line. Such services, to the extent provided by the Telephone Company, will be deemed to have been sold by the Telephone Company to the Reseller as they are utilized by the Reseller's End User, and the Reseller will be responsible to the Telephone Company for payment for such services. Telephone Company practices applicable to the imposition of charges for Information Provider services, where the Telephone Company bills and collects for the relevant Information Provider, will apply to Resellers to the same extent as they apply to the Telephone Company's End User customers.

6.14.2 BLOCKING - Resellers will be allowed to purchase blocking services to restrict End User access to particular capabilities to the extent such services are available under, and on the same terms and conditions as set forth in, the Telephone Company tariffs applicable to End User customers (see, e.g., State of Connecticut No. 2--Telephone Tariff, Section 2.G.).

6.15 MONITORING OF BILLS - NOTIFICATION OF DISCREPANCIES - The Reseller shall be responsible for monitoring the accuracy of the Telephone Company's bills and shall have the duty to notify the Telephone Company of any discrepancies between such bills and the services provided by the Telephone Company.

6.16 REFUSAL AND DISCONTINUANCE OF SERVICE

6.16.1 If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than thirty (30) days beyond the date of rendition of the bill for service, the Telephone Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that Reseller to receive such notice of non-compliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Reseller at any time thereafter. Copies of such notice shall be mailed to the Executive Secretary, Department of Public Utility Control, concurrently with the mailing to the Reseller. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying Reseller without further notice.

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)6.16 REFUSAL AND DISCONTINUANCE OF SERVICE (Cont'd)

6.16.2 If the Reseller fails to comply with the rules and regulations of this tariff, or if it fails to pay any sum owing to the Telephone Company for more than thirty (30) days beyond the date of rendition of the bill for service, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that Reseller to receive such notice of noncompliance, discontinue the provision of existing services to the non-complying Reseller at any time thereafter. Copies of such notice shall be mailed to the Executive Secretary, Department of Public Utility Control, concurrently with the mailing to the Reseller.

6.16.3 In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying Reseller without further notice.

6.16.4 The Telephone Company reserves the right to refuse an application for service made by a Reseller, that is substantially owned, directly or indirectly, by a Reseller or former Reseller who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied. (The circumstances in which a Reseller shall be deemed to be "substantially owned, directly or indirectly," by an indebted current or former Reseller, shall include situations in which the two Resellers are each substantially owned, directly or indirectly, by the same entity or entities.) In the event that service is connected for a Reseller who is indebted to the Telephone Company for service previously furnished to such Reseller, the service may be terminated by the Telephone Company unless the Reseller satisfies the indebtedness within 30 days after written notification. Such notification shall be made by Certified U.S. mail to the person designated by that Reseller to receive such notices. Copies of such notice shall be mailed to the Executive Secretary, Department of Public Utility Control, concurrently with the mailing to the Reseller.

6.16.5 In an action in a court to collect or attempt to collect any charges or other amounts due to the Telephone Company under this tariff, if the Telephone Company asks the Court to award attorneys' fees, the Court may award the party who substantially prevails in the action (Telephone Company or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law.

] (N)]

RESALE SERVICES

6. OBLIGATIONS OF RESELLER (Cont'd)

6.16 REFUSAL AND DISCONTINUANCE OF SERVICE (Cont'd)

6.16.6 DISCONTINUANCE OF SERVICE FOR CAUSE WITHOUT NOTICE

(T)

The Telephone Company may discontinue service or cancel an application for service without notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent End User orders for transfer of service, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

6.16.7 The Telephone Company will not incur any liability if it discontinues services or cancels an application for services for any of the reasons in this section.

(T)