

RESALE SERVICES

7. OBLIGATIONS OF TELEPHONE COMPANY7.0 GENERAL RESTRICTIONS ON AVAILABILITY]

Notwithstanding any other provisions of this Section 7, the availability under this Tariff of services purchased for resale is subject to the limitations set forth in paragraph 3.0.

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7.1 GENERAL RULE

7.1.1 Except as otherwise provided by this tariff, the Telephone Company, in connection with its sale of a Resold Service under this tariff, has all of the obligations that would be imposed upon it by the Primary Tariff for such Service if it were selling such service directly to an End User. Such obligations include, without limitation, the obligation to provide the service in accordance with the terms and conditions of the Primary Tariff, except where otherwise provided by this tariff.

7.1.2 The Resold Services provided under this tariff will be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals as the services that the Telephone Company provides to others, including End Users.

7.2 LIABILITY OF TELEPHONE COMPANY FOR CERTAIN COSTS

7.2.1 The Telephone Company shall not be liable to the Reseller for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

7.2.2 No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.

7.2.3 The Telephone Company's failure to provide or maintain services under this tariff shall be excused by governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God, and other circumstances beyond the Telephone Company's reasonable control, subject to any Credit Allowance for a Service Interruption that may be available under the Primary Tariff for the Resold Service.

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)7.3 SERVICE STANDARDS

7.3.1 SERVICE STANDARDS - The Telephone Company will provide services to Resellers at standards that meet the capabilities, functions and performance standards available to the Company's End User customers.

7.3.2 ALLOWANCES, ETC. - Service Interruption Allowances and similar remedies will be available to Resellers with respect to Resold Services to the same extent and under the same circumstances as they would be available to End Users under the Primary Tariffs for such Services.

7.4 FINAL BILL - Where a Telephone Company End User discontinues the purchase of service from the Telephone Company in order to become the customer of a Reseller, the Telephone Company will render a final bill to such End User. Balances and/or credits in the End User's account with the Telephone Company will not be carried over to the Reseller's account with the Company.

7.5 NO OBLIGATION TO DEAL WITH RESELLER'S CUSTOMERS

7.5.1 The Telephone Company will render bills for Resold Services only to the Reseller, and will seek payment only from the Reseller. The Telephone Company will not be required to seek payment from the Reseller's customers prior to terminating the Reseller's service or pursuing any other remedies for nonpayment by the Reseller. The Reseller will thus be a direct obligor of the Telephone Company, and not guarantor or surety for any obligations of the Reseller's customer.

7.5.2 Repair requests, complaints, orders for the purchase of Resold Services, and requests for additions to, rearrangements of, or discontinuance of existing Resold Services will be accepted by the Telephone Company only from the Reseller, and not from the Reseller's End Users.

7.5.3 Notices relating to Resold Services will be provided by the Telephone Company only to the Reseller, and not to the Reseller's End Users. The reseller, and not the Telephone Company, will be responsible for providing to the Reseller's End Users any notices, bill inserts, or other information required by Department of Public Utility Control rule or order (or otherwise required by law) to be provided to End Users.

7.5.4 The Telephone Company shall have no responsibility for allocating the Reseller's total bill among the Reseller's End Users. The Telephone Company will have no responsibility for preparing or mailing separate bills to each of the Reseller's End Users.

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)7.5 NO OBLIGATION TO DEAL WITH RESELLER'S CUSTOMERS (Cont'd)

7.5.5 The Reseller shall be responsible for the accuracy and completeness of all orders it submits. The Telephone Company will not be responsible for service discrepancies resulting from the Reseller's failure to place a service order or the placement of an incorrect service order. By way of example, and without limitation, the Reseller will remain responsible for charges for all services on a line until it submits an order to discontinue the provision of such services, whether or not the Reseller's End User is still using such services.

7.6 PROVISION OF REPAIR AND INSTALLATION SERVICES IN CONNECTION WITH THE PROVISION OF TELEPHONE EXCHANGE SERVICE UNDER THIS TARIFF

7.6.1 A Reseller purchasing Telephone Exchange Service under this tariff, whether alone or in combination with other services, will be provided by the Telephone Company, as necessary, with repair and installation services at least equal to those provided by the Telephone Company to its own Telephone Exchange Service customers. Where necessary, such services shall be provided by Telephone Company personnel at the premises of the Reseller's customer.

7.6.2 Repair and installation personnel shall be dispatched by the Telephone Company in accordance with reasonable priority rules that do not unreasonably discriminate between lines provided to Resellers and lines provided to the Telephone Company's End User Telephone Exchange Service customers.

7.6.3 To the extent the provision of repair and installation services under this tariff entails the appearance by Telephone Company personnel at the premises of a Reseller's End User, the uniforms worn by such personnel, and the vehicles and other equipment that they use, may be marked in the conventional manner with the Telephone Company's name, trade marks, service marks, and logos.

7.6.4 Telephone Company service personnel appearing at the premises of a Reseller's End User for the purpose of repair or installation will not be authorized to accept orders from such End Users for new or modified service, or for repair or installation work going beyond that initially authorized by the Reseller.

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)7.7 DIRECTORY LISTINGS

7.7.1 The Telephone Company will include in its published White Pages directories and in its Directory Assistance records, the name, address and telephone number of the Reseller's Telephone Exchange Service customers (one listing per End User line), in accordance with the Telephone Company tariff provisions relating to Alphabetical Listings and to Directory Assistance, State of Connecticut No. 2, Section 9. Such listings will not be provided for any lines for which the Reseller purchases Non-Published and Non-list Number Service. Additional listings will be provided under the terms and conditions set forth in State of Connecticut No. 2, Section 9.

7.7.2 Upon request, the Telephone Company will include in its published Yellow Pages directories a single-line, light-face listing for the Reseller's Telephone Exchange Service business customers.

7.8 ENHANCED 911 SERVICE DATABASES – The Telephone Company will include the Reseller's Telephone Exchange Service customers in the relevant E-911 database(s).

7.9 AVAILABILITY OF FACILITIES

7.9.1 Services will be provided to Resellers under this tariff only to the extent that the necessary facilities, including switching capacity and necessary operational support systems, are available.

7.9.2 If existing facilities will not enable the Telephone Company to meet all outstanding service orders, such orders will be handled in accordance with reasonable priority rules that do not unreasonably discriminate between Resellers purchasing under this tariff and End User customers of the Telephone Company.

7.9.3 The Telephone Company may charge an additional non-recurring or recurring charge, or both if special construction, maintenance, or expense is required to provide the service(s) requested. All Resellers will be subject to these additional charges, if necessary, in accordance with the terms and conditions set forth in State of Connecticut No. 2--Telephone Tariff, Section 14.

7.9.4 The provision of services under this tariff is subject to the Telephone Company's ability to obtain, without charge, danger, or undue difficulty, access to the premises where the service is to be provided (where such access is necessary for the provision of the service).

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)7.9 AVAILABILITY OF FACILITIES (Cont'd)

7.9.5 When the Reseller orders services in a particular building, development or other area where End User customers have not been obtained by the Reseller at the time the order is placed:

- (A) The Reseller will commit to a minimum service term of one year for the use of Telephone Company facilities in cases where facilities construction is required by the Telephone Company to meet the Reseller's order. The Reseller is also responsible for special construction and other charges as outlined in 7.9.3 above.
- (B) Where Telephone Company facilities exist, the Reseller will commit to obtaining customers for these facilities within a period of ninety days from service order completion date. If End User customers for all of the ordered lines are not obtained within such period, the Reseller will, upon request of the Telephone Company or other potential service provider, relinquish a quantity of unused lines sufficient to ensure that no potential provider is precluded or delayed from offering service in such building, development or area.

7.9.6 Resellers may not order services under this tariff without a reasonable basis for believing that such services will actually be needed by the Reseller to meet anticipated demand.

7.10 CONFIDENTIALITY OF INFORMATION7.10.1 DISCLOSURE OF RESELLER INFORMATION TO OTHER RESELLERS OR TO TELEPHONE COMPANY RETAIL MARKETING PERSONNEL

- (A) GENERAL RULE - Subject to the following paragraph (B), neither Telephone Company personnel involved in the marketing of services to End User customers, nor other Resellers, will have access to information relating to specific orders or demand forecasts provided by Resellers under this tariff.
- (B) EXCEPTIONS:
 - (1) Paragraph (A), above, shall not prohibit the disclosure to any local exchange carrier (including the Telephone Company or any Reseller), of the fact that a particular End User who was previously a customer of such carrier, is no longer one of its customers.
 - (2) Paragraph (A), above, shall not prohibit the use by the Telephone Company of aggregate data relating to sales to all Resellers in a particular geographic area for any legitimate business purpose of the Telephone Company.

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)7.10 CONFIDENTIALITY OF INFORMATION (Cont'd)7.10.1 DISCLOSURE OF RESELLER INFORMATION TO OTHER RESELLERS OR TO TELEPHONE COMPANY RETAIL MARKETING PERSONNEL (Cont'd)(B) EXCEPTIONS: (Cont'd)

- (3) Paragraph (A), above, shall not preclude the disclosure to Telephone Company retail marketing personnel or to other Resellers of information pertaining to a Reseller's customer where the customer consents to and authorizes such disclosure.
- (4) Paragraph (A), above, shall not prohibit attempts to sell Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by Resellers under this tariff, so long as:
 - (a) the employee spends a de minimis amount of his or her time involved in the marketing of Telephone Company services, and
 - (b) the employee does not utilize the Reseller information in such sales attempts.
- (5) In the case of a customer who chooses to switch his/her/its service from a Reseller to the Telephone Company, or to another Reseller, Paragraph (A) above shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other Reseller, of information necessary to enable the Telephone Company or such other Reseller to assume the account, including the customer's service configuration and Billed Name and Address.
- (6) Paragraph (A) above shall not preclude the disclosure to Telephone Company marketing personnel of the identity of the Reseller providing service to an End User for the purpose of responding to a question from the End User about the identity of his/her/its service provider.

7.10.2 DISCLOSURE OF CUSTOMER INFORMATION

- (A) GENERAL RULE - Subject to the following paragraph (B), the Telephone Company will not provide information on any End User customer to a Reseller without the consent and authorization of such customer.
- (B) EXCEPTIONS:
 - (1) If a Telephone Company End User subsequently becomes an End User of a Reseller, the Telephone Company will provide the Reseller with all information necessary to enable it to assume the End User's account, including the customer's service configuration and Billed Name and Address.
 - (2) Paragraph (A) above shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on End User credit histories, consistent with Department of Public Utility Control requirements.

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7. OBLIGATIONS OF TELEPHONE COMPANY (Cont'd)

- 7.11 ANNOYANCE CALL BUREAU - Resellers will be entitled to use the services provided by the Telephone Company's Annoyance Call Bureau.
- 7.12 NOTICE OF NEW RETAIL OFFERINGS - The Telephone Company will provide Resellers with advance notice of its intent to offer a new retail service (or to modify an existing retail service) only in accordance with the regulations and orders of the Department of Public Utility Control, or other applicable law.
- 7.13 COOPERATION WITH LAW ENFORCEMENT - The Telephone Company may cooperate with law enforcement authorities to the full extent required or permitted by law in matters related to Resold Services, including the production of records and the installation of wiretaps, trap-and-trace devices, and pen registers. The Telephone Company shall not have the obligation to inform the customers of the Reseller of such law enforcement requests, except to the extent required by law. The Telephone Company will inform the Reseller of such law enforcement requests, unless an appropriate governmental authority requests that notice to the Reseller be withheld.
- 7.14 PROVISION OF TELEPHONE NUMBERS - Except as otherwise provided herein, the Telephone Company reserves the right to assign, designate or change its telephone numbers, or office prefixes associated with such numbers, when reasonable and necessary for legitimate business purposes. Any such decisions about the assignment, designation, or change of telephone numbers or office prefixes will be made in a non-discriminatory manner. In the case of a change in such number(s) affecting a resold line, the Telephone Company will furnish the Reseller with notification. In the case of emergency conditions, however, e.g., fire in a wire center, it may be necessary to change a telephone number without prior notification.
- 7.15 CHOICE OF PRIMARY INTEREXCHANGE CARRIER ON RESOLD LINES - The Telephone Company will only accept an order to change the Primary Interexchange Carrier (whether inter- or intraLATA) for a resold Telephone Exchange Service line from the Reseller. The Telephone Company will accept an order to "freeze" the Primary Interexchange Carrier (whether inter- or intraLATA) for resold Telephone Exchange Service line only from the Reseller. The Reseller will be responsible for the tariffed charges for such changes.
- 7.16 OPERATIONAL INTERFACES - The Telephone Company will establish appropriate interfaces with Resellers for purposes including, but not limited to, the placement of service orders by Resellers and the delivery of trouble reports to the Telephone Company.
- 7.17 PATENTS - No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.