

SECTION 2 - TERMS AND CONDITIONS

- 2.1 Undertaking of the Company and Locations of Service (T)
 - 2.1.1 The Company's service is furnished to Customers for communications originating and terminating within the State of Texas under the terms of this price list. The Company's service is available twenty-four hours per day, seven days per week. (T)
 - 2.1.2 Where network facilities and billing systems permit, the Company will block casual dialing. (T)
 - 2.1.3 The Company shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this price list. (N)
 - 2.1.4 The Company neither owns nor operates telecommunications facilities within the State of Texas, but rather resells intrastate telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of the Company, and not a customer of any other carrier. |
 - 2.1.5 The Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier. |
- 2.2 Use of Service (N)
 - 2.2.1 Service may be used for any lawful purpose for which it is technically suited.
 - 2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
 - 2.2.3 Recording of telephone conversations transmitted over service provided by the Company under this price list is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this price list.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this price list), or when service is used in violation of provisions of this price list or the law, or for non-payment by Customer. (T)
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this price list, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5 The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this price list shall apply to all such permitted transferees or assignees, as well as all conditions of service.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

2.7 Taxes and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates, and shall be paid by the Customer in addition to the rates and charges state in this price list.

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2.7.1 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving service within the territorial limits of such municipality, other political subdivision, or local agency of government.

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2.7.1 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard price listed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Taxes and Fees, (Cont'd.)

2.7.1 Pay Telephone Surcharge, (Cont'd.)

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

Rate per Call	\$0.50
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2.7.2 Texas Universal Service Fund Fee

The Company shall include an amount for recovery of the Texas Universal Service Fund assessed to the Company on each retail customer's bill. That amount is recovered through a percent assessed against intrastate telecommunications services receipts and applies to all retail customers. The current rate is 12 percent. (Actual percent may vary depending on the mix of products, services and jurisdiction.)

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2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer - provided terminal equipment or Customer - provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Payment for Service

2.10.1 For billing of fixed charges, service is considered to be established upon the day which the Company notifies Customer of installation and testing of Customer's service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.

2.10.2 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt.

Customers may be charged a late payment of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 30th day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

2.10.3 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.4 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.10 Payment for Service, (Cont'd.)

- 2.10.5 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.10.6 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.
- 2.10.7 The Company reserves the right to examine the credit record of an applicant or Customer. A Customer whose service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.
- 2.10.8 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.11 Deposits

Deposits may be applied to Customers subscribing to the Company's services as specified in the Company's Interstate General Terms and Conditions. See www.verizon.com/tariffs/productguide.

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2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.13 Interruption of Service

- 2.13.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this price list. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer - provided, or Company - provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours for Residential service and of less than two hours for Business service. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption. (T)
(T)
- 2.13.2 Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have seven hundred twenty (720) hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges. (N)
- 2.13.3 An interruption is measured from the time the Company detects trouble or the Customer notifies the Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. The credit for a billing period shall not exceed the monthly rate. (N)

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Cancellation and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this price list.

2.14.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer.

2.14.2 Cancellation of Service by Customer

- A. The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. (T)
- B. Customer orders service which requires special construction or facilities for Customer's use, and then cancels its order before service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by the Company. (N)
- C. The Company shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of notice from Customer. (N)

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Cancellation and Restoration of Service, (Cont'd.)

2.14.3 Refusal, Suspension or Cancellation by the Company

Without incurring any liability, the Company may under the following conditions cancel service prior to commencement. The Company may also discontinue service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of service.

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- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this price list.
- B. For returned checks: The Customer whose check or March 7, 2000 is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- D. For violation of law or this price list: Except as provided elsewhere in this price list, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this price list, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.14 Cancellation and Restoration of Service, (Cont'd.)

2.14.4 Notice of Discontinuance

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this price list, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- A. For use of telephone service for any purpose other than that described in the application.
- B. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- C. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- E. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.5 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's price lists, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable price lists of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other price list provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information or a failure by the Customer to provide material information in an application for service, either written or verbal, shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such instances, the Company may terminate, suspend, or refuse service in accordance with this price list without further obligation or liability to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this price list and the other common carrier's tariffs.

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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 Basking Ridge, New Jersey 07920

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.17 Inspection, Testing and Adjustment

2.17.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether price list requirements are being complied with in the installation, operation, and maintenance of Customer's or the Company 's equipment. The Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied. (N)
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2.13.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made. (T)

2.17.3 The Company shall not be liable to Customer for any damages for service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of service pursuant to this Section when the interruption of service is less than two (2) consecutive hours. (N)
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2.18 Minimum Service Period (N)

The minimum service period is one month (30 days), unless otherwise specified by price list or contract.

2.19 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to charges by local exchange companies, including but not limited to message unit charges or to wireless air time charges to access the Company's network or to terminate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

2.20 Schools and Libraries Discount Program

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate services pursuant to Texas Substantive Rule '23.107(c) and 47 Code of Federal Regulations Part 54, subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchased from this price list.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.21 Other Rules

- 2.21.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures. Where a calling card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.21.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.21.3 For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.21.4 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions. (T)
- 2.21.5 Due to billing system limitations, where noted in this price list, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.21.6 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.22 Escalation and Problem Resolution

Customers who are not satisfied with the Company's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the Verizon Enterprise Solutions LLC Escalation Office, at the following address:

Verizon Long Distance LLC
Gwendolyn Allen, Supervisor-Operational Excellence & Transformation
7979 N. Belt Line Road, 2nd Floor
Irving, Texas 75063
Toll Free: 888-483-7770
Fax: 9723998064
Email: customersupport@verizon.com

2.23 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing price list offerings.

2.23.1 Rates, charges, term, and additional regulations, if applicable, for the contract service arrangement shall be developed on an individual case basis.

2.23.2 Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in this price list.

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