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November 14, 2014

Ms. Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

*via electronic filing*

Re: **Docket Nos. A-2014-2399684; A-2014-2399685; A-2014-2399686; A-2014-2399708; A-2014-2399709**; Application of Vodafone US, Inc. for Authority to Offer, Render, Furnish or Supply Telecommunications Services as a Competitive Local Exchange Carrier to the Public in the Service Territories of Verizon Pennsylvania LLC and Verizon North LLC: **Revised Compliance Tariffs**

Dear Ms. Chiavetta:

On August 21, 2014, Vodafone US, Inc. (the "Company") was approved by the Commission, in the above-referenced dockets, to provide competitive local exchange services in Pennsylvania. The Company submitted its initial tariffs for local exchange service, switched access and competitive access provider services to the Commission on October 24, 2014.

Pursuant to discussions with Bryan Mahla, enclosed please find further revised pages from the Company's local exchange and switched access tariffs. By this letter, the Company withdraws its competitive access provider tariff submitted previously and requests that it be replaced, in its entirety, with the enclosed replacement competitive access provider tariff. It is the Company's understanding that the issued and effective dates for all tariffs will remain the same as those provided in the initial tariff filing.

KELLEY DRYE & WARREN LLP

Ms. Rosemary Chiavetta  
November 14, 2014  
Page Two

If there are any questions regarding these tariffs, please contact the undersigned by telephone at (202) 342-8614 or via email at [dsmith@kelleydrye.com](mailto:dsmith@kelleydrye.com). Thank you for your assistance with this matter.

Cordially,



Denise N. Smith  
*Counsel to Vodafone US, Inc.*

cc: Service List (Certificate of Service appended)

## CERTIFICATE OF SERVICE

I, Denise N. Smith, hereby certify that on this 14th day of November 2014, a true and correct copy of the foregoing, Vodafone US, Inc. Revised Compliance Tariff Filing (electronically filed with the Commission), was served upon the parties listed below by first class mail, postage prepaid (unless otherwise indicated), in accordance with the requirements of 52 Pa. Code Section 1.54.

Office of Attorney General  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

Office of Consumer Advocate (electronic mail)  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923  
[consumer@paoca.org](mailto:consumer@paoca.org)

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Verizon North LLC (US Mail)  
1717 Arch Street  
Philadelphia, PA 19103

Verizon Pennsylvania LLC (US Mail)  
1717 Arch Street  
Philadelphia, PA 19103



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Denise N. Smith

VODAFONE US INC.

COMPETITIVE LOCAL EXCHANGE TARIFF

(Revised pages only)



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- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others.

VODAFONE US INC.

SWITCHED ACCESS SERVICES TARIFF

(Revised pages only)

**CHECK SHEET**

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**\* Indicates New or Revised Page**

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Effective: October 25, 2014

By: Blair Rosenthal, Assistant General Counsel  
Vodafone Americas  
999 18th Street, Suite 1750  
Denver, CO 80202

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**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations****1.9.1 Liability of the Company**

- 1.9.1.A The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 1.9.1.B In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 1.9.1.C When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 1.9.1.D The Company shall not be liable for any failure of performance lasting less than twenty four (24) hours hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, flood, earthquake, hurricane or other catastrophe, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government having jurisdiction or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third party(ies), or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

**3. SPECIAL ACCESS**

**RESERVED FOR FUTURE USE**

**3. SPECIAL ACCESS (CONT'D)**

**RESERVED FOR FUTURE USE**

## 5. TOLL VOIP-PSTN TRAFFIC

### 5.1 General

The Toll VoIP-PSTN Traffic category consists of all toll traffic that (i) is exchanged in Time Division Multiplexing ("TDM") format and (ii) originates and/or terminates in Internet protocol ("IP") format. See Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order").

Intrastate toll VoIP-PSTN Traffic services are tariffed within the Company's state access tariff consistent with the FCC Order.

### 5.2 Application of this Tariff

Except where expressly noted, intrastate toll VoIP-PSTN Traffic is ordered and provided consistent with all provisions of this Tariff, including those in Section 2 – Switched Access.

### 5.3 Rating of Toll VoIP-PSTN Traffic

Pursuant to the FCC Order, intrastate terminating toll VoIP-PSTN Traffic will be billed at rates equal to those charged for the Company's functionally equivalent interstate terminating switched access services. Consistent with the FCC's subsequent decisions in Docket Nos. 10-90, etc., intrastate originating toll VoIP-PSTN Traffic will be billed at rates equal to those tariffed for the Company's functionally equivalent intrastate switched access services as described in Section 2 of this Tariff. See Federal Communications Commission Second Order on Reconsideration in WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (Apr. 25, 2012).

**5. TOLL VOIP-PSTN TRAFFIC****5.4 VoIP-PSTN Traffic Rates and Charges**

	<u>Charge</u>
Carrier Common Line	
Per Originating Minute	\$0.06000000
Per Terminating Minute	\$0.00000000
 Tandem Switched Transport	
Termination, per minute	\$0.00241772
Facility, per minute per mile	\$0.00001000
 Access Tandem Switching, per minute	\$0.00020000
 CMUX, per minute	\$0.00000000
 CTP, per minute	\$0.00020000
 Local Switching, per minute	\$0.00265114
 Host-Remote Transport – Termination, per minute, per termination	\$0.00241772
 Host/Remote, per minute per mile	\$0.00001000
 Host/Remote, Access Tandem Switching, per minute	\$0.00020000

VODAFONE US INC.

COMPETITIVE ACCESS PROVIDER TARIFF

(Complete tariff)

**Vodafone US Inc.**  
**COMPETITIVE ACCESS PROVIDER TARIFF**  
**Regulations and Schedule of Charges**  
**Business and Enterprise Customers Only**

This tariff contains the regulations and schedule of intrastate telecommunications charges for competitive access services furnished by Vodafone US Inc. ("VUSI") within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at Company's principal place of business, 560 Lexington Avenue, 9th Floor, New York, NY 10022. This tariff is in concurrence with all applicable state and federal laws (including but not limited to 52 Pa. Code, 66 Pa. C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Assistant General Counsel  
Vodafone Americas  
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CHECK SHEET

The pages of this tariff are effective as of the date shown. Original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

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**List of Modifications**

Reserved for Future Use

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1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS  
OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

- I - To signify an increased rate.
- D - To signify a decreased rate.
- C - To signify any other changes.

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## 2. DEFINITIONS

Certain terms used generally throughout this tariff are described below.

### Advance Payment

Part or all of a payment required before the start of service.

### Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Commission

The Pennsylvania Public Utility Commission

### Company

Vodafone US Inc., the issuer of this tariff.

### Customer

The person, firm, or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

### Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

### End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

### Individual Case Basis (ICB)

A service arrangement in which the regulation, rates, and charges are

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developed based on the specific circumstances of the case.

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2. DEFINITIONS (cont'd)

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing dedicated one-way and/or two-way information transmission paths between points within the Commonwealth of Pennsylvania.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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2. DEFINITIONS (cont'd)

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

3. APPLICATION OF TARIFF

- 3.1 This tariff applies to intrastate dedicated communications service supplied to business Customers in Pennsylvania.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the Commonwealth of Pennsylvania.

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#### 4. REGULATIONS

##### 4.1 Undertaking of the Company

###### 4.1.1 Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

###### 4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Reserved
- D) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania regardless of its choice of laws provision.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2) *If lasting less than 24 hours*, any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof; or

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

E) Reserved

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.
  
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within sixty (60) days after the date of the occurrence that gave rise to the claim.
  
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

Special construction charges will be determined as described herein.

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4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

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4. REGULATIONS (cont'd)

4.2 Prohibited Uses

- 4.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 4.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 4.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 4.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) Reserved

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4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

A) Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

B) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels (cont'd)

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
  
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels (cont'd)

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
  
- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

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4. REGULATIONS (cont'd)

4.5 Advance Payments and Customer Deposits

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two months' charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate of 6% without deduction for any income taxes. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of Network Services.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5% per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

A Customer may initiate a complaint with the Company on any matter by telephone, in person at any of the Company's offices or by writing to the following address:

Customer Service Department  
Vodafone US Inc.  
560 Lexington Avenue, 9<sup>th</sup> Floor  
New York, NY 10022

The Company's response to the complaint will generally be in the same format used by the Customer. The Company will investigate the complaint and respond to Customer consistent with Commission Rules. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes (cont'd)

If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265  
Phone: 1-800-692-7380

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rules. In the case of any billing dispute which cannot be settled with mutual satisfaction, as described above, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service for Cause

A) Business Customers

- 1) Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving twenty-four (24) hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 3) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 4) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 5) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service for Cause (cont'd)

A) Business Customers (Cont'd)

- 6) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

B) Residential Customers

Reserved for future use.

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company with five (5) days oral or written notice of their desire to terminate service.

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4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A) The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company.
- B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) Reserved

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- C) Reserved
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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4. REGULATIONS (cont'd)

4.8 Cancellation of Service/Termination Liability

Except as provided in Section 5.4.5(C), if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.1 Termination Liability

A) Business Customers

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

B) Residential Customers

Reserved for future use.

4. REGULATIONS (cont'd)

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#### 4.9 Customer Liability for Unauthorized Use of the Network

##### 4.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (cont'd)

4.9.1 Unauthorized Use of the Network (cont'd)

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security, or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

4.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting DS1 Services may subscribe to services on a month-to-month basis, or for term discount plans of 1, 3 or 5 years. DS3 Services are available for a minimum 12-month period or for term discount plans of 3 or 5 years. Customers subscribing to a term discount plan may receive a discount on charges for arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB. All arrangements will be filed with the Commission prior to service. ICB rates will be filed with the Commission upon request.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

5.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

5.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

5.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.544 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 Service Descriptions and Technical Specifications (cont'd)

5.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface.

As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB).

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

5.3.3 DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 Service Descriptions and Technical Specifications (cont'd)

5.3.4 Higher Capacity Services

Customers may request service via higher capacity channels, subject to availability. Terms for these Services shall be negotiated on an ICB basis.

5.3.5 Multiplexing

An arrangement that transfers a signal between multiple transmission paths/sources and a single transmission path/source.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories

There following rate categories may apply to Carrier's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and the serving wire center. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). This rate category includes:

5.4.1.1 Local Distribution Channel Terminations (providing interconnection capability between Customer Premises and the Company's serving wire center.

5.4.1.2 Channel Mileage Terminations (providing termination of transmission facilities between designated serving wire centers.

5.4.2 Optional Payment Plans (OPPs)

A) Description

An Optional Payment Plan (OPP) is a provision that allows a Customer to select DS-1 or DS-3 Services or multiplexing over a selected commitment period or term. DS-3 (High Capacity 44.736 Mbps) Services are available with OPPs of 3- and 5-year terms. All other services are available with OPPs of 1-, 3- and 5-year terms. During the effective term, rate decreases will automatically be applied to the monthly payments for the remaining months of the OPP. Monthly rates for services installed under this arrangement will not be subject to Company-initiated rate increases.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

A) Description (cont'd)

The following services are offered under an OPP:

- 1) DS-1 (High Capacity 1.544 Mbps) Service rates and charges which apply to services billed under an OPP are set forth in Section 6.3 following.
- 2) DS-3 (High Capacity 44.736 Mbps) service rates and charges which apply to services billed under an OPP are set forth in Section 6.3 following.
- 3) Customers subscribing to an OPP will be subject to Nonrecurring Charges as set forth in 8.3 for installation and in Section 6.2 for rearrangements of services covered by the plan. Nonrecurring charges will not be spread over an OPP term. If the Customer subscribes to an OPP on an existing service and requests no other changes to the service, no nonrecurring charge will apply.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability

A termination liability applies during the selected commitment period. If service is disconnected in full or in part prior to the end of the selected commitment period, the Customer is liable for a termination liability charge. Further, except as provided in Sections 5.4.2.C., D., and E. following, when a Customer cancels an OPP prior to the end of the selected commitment period, the Customer is liable for a termination liability charge.

The termination liability charge applies to each service disconnected or, in the case of cancellation of an OPP, to each service which had been included in the canceled OPP.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability (cont'd)

It is the Customer's responsibility to give the Company notice of the intent to terminate an OPP. Recurring charges will apply for a period of one month from the date the Company receives the termination notice or until the requested termination date, whichever period is longer. These charges will apply during this period whether or not the Customer continues to use the service.

The termination liability charge is calculated as set forth in 5.4.2.B.1 or 2 following. The Company will apply the option which produces the lowest termination liability charge to the Customer.

1) Option 1

Customers requesting termination of service are liable for the minimum period service charge and the following termination liability percentages. The termination liability charges are applied as follows:

- DS3 termination liability percentages are applied to the applicable Entrance Facility, Channel Termination, Direct Trunked Transport Mileage, DS-3 - DS-1 Multiplexer and DS-3 Inter-Wire Center Transport monthly rates for the remaining months of the OPP as follows:

<u>OPP</u>	<u>Percentages</u>
3-Year Plan	75
5-Year Plan	60

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability (cont'd)

1) Option 1 (cont'd)

- DS-1 termination liability will be assessed at 50% of the applicable Entrance Facility Channel Termination, Direct Trunked Transport, Mileage, DS-1 - VG Multiplexer and DS-1 Inter-Wire Center Transport monthly rates for the remaining months of the Optional Payment Plan (OPP) as follows:
  - i) For disconnects on or prior to the end of the minimum period, the termination liability charge applies to each month and fraction thereof remaining between the end of the minimum period and the end of the selected commitment period.
  - ii) For disconnects after the end of the minimum period but prior to the end of the selected commitment period and for OPP cancellations prior to the end of the selected commitment period, the termination liability charge applies to each month and fraction thereof in the balance of the selected commitment period.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability (cont'd)

2) Option 2

For DS-1 and DS-3 Services discontinued prior to the end of the minimum period, Customers are liable for the minimum period service charge and the termination liability charge will be the difference between the full monthly rates and the OPP monthly rates for the period the plan has been in effect.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability (cont'd)

2) Option 2 (cont'd)

For services discontinued after the end of the minimum period of a plan but prior to the end of the selected commitment period, the following applies:

Where there is no OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the full monthly rates and the selected OPP monthly rates for the period the plan has been in effect.

Where there is an OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the monthly rates for the longest OPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

B) Termination Liability (cont'd)

2) Option 2 (cont'd)

For example:

If a Customer subscribes to a 5-year OPP and terminates service during the 48th month, the longest OPP period that could have been satisfied is three years. The Customer's termination liability would be calculated as follows:

$(3\text{-year OPP monthly rate} - 5\text{-year OPP monthly rate}) \times 48$

When a Customer disconnects some, but not all, of its 44.736 Mbps Services, the monthly rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates.

The termination liability charge applies in addition to applicable minimum period charges.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

C) Portability

Portability allows a Customer to replace a service in an OPP with another service for the balance of the commitment period. Termination liability will not apply when the Customer meets the requirements for portability as specified below:

- 1) The replacement service must be of the same speed as the disconnected service and must not already be in an OPP.
- 2) The orders to accomplish the replacement are placed with the Company within sixty (60) days of the disconnect order.
- 3) The number of services included in the OPP remains the same.

D) Additions of Service

When a Customer with an existing OPP wishes to increase the number of services of the same type between the same two locations, it has the following options:

- 1) Subscribe to the additional services under standard rates.
- 2) Subscribe to the additional services under a separate OPP at the then effective OPP rate.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

D) Additions of Service (cont'd)

- 3) Cancel the existing OPP and include both the existing and the additional services under a new OPP for a commitment period equal to or longer than the original period. No termination charges apply to such cancellation.

E) Extension of Commitment Period

A Customer may, at any time prior to the expiration of the selected commitment period for an existing OPP or month to month plan, change to an OPP with a longer commitment period at the then effective OPP rates. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the Customer's next bill day following the request for the change.

F) Rate Regulations

Where an OPP is requested coincident with the connection of new service, it will be effective with the establishment of service.

Where an OPP is requested on existing service, the effective date will be the date negotiated with the Customer.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.2 Optional Payment Plans (OPPs) (cont'd)

F) Rate Regulations (cont'd)

At the end of its selected commitment period, the Customer will have the option of subscribing to any then effective OPP or of retaining the service under the standard rates in effect at that time. If the Customer does not notify the Company of its choice prior to the expiration of the commitment period, standard monthly rates will be applied upon expiration of the commitment period.

G) Conversion of Existing Shared Use Facilities

In some instances Customers may choose to mix channels on the same DS-1 or DS-3 facility. When ordering a new facility covered by an OPP or when converting an existing month-to-month facility to an OPP, all channels on the facility must be covered by their respective OPP of the same term length and expiration date.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.3 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more serving wire centers. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this tariff), unless specified.

5.4.4 Optional Features and Functions

Optional features and functions may be ordered to improve the quality or utility of services to meet specific communications requirements. These features and functions are not necessarily identifiable with specific equipment; rather, they represent the overall performance characteristics which may be obtained using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations on the facility, each optional feature and/or function is charged for as a single rate element.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.4 Optional Features and Functions (cont'd)

A) Multiplexing

The Company makes available multiplexing arrangements including but not limited to:

- 1) Central Office Multiplexing
- 2) Multiplexer Cross-Connection: DS3 Service
- 3) Fiber Hub Cross-Connect

Additional configurations may be available where technically feasible.

B) Shared Network Arrangement

A Shared Network Arrangement is a service offering that enables a Customer (the "Service User") to connect subtending services to a Company multiplexed DS-3 or DS-1 service of another Customer (the "Host Subscriber"). The Company will maintain separate records and billing for each Customer. Each Customer will be billed for those rate elements associated with their own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.4 Optional Features and Functions (cont'd)

C) Enhanced Access Diversity (EAD)

Enhanced Access Diversity (EAD) is an optional feature of DS-1 and DS-3 services which provides a choice of three levels of diversity. Diversity is provided on transmission facilities for two or more DS-1 or DS-3 services over two different physical routes. Customers subscribing to the EAD option will be provided a report on a quarterly basis which identifies the routing of each service in the diverse grouping. EAD is offered using existing physically diverse facilities. If diverse facilities are not available, EAD may be provided pursuant to Section 4.1.7.

The Customer must identify the services which will be diverse when placing orders for EAD. The Customer must also provide all appropriate connecting facility assignments (CFA) and any other pertinent information which will allow the Company to provide and maintain EAD. EAD is provided on a per DS-1 or DS-3 basis only, and the rates for EAD are in addition to the rates for DS-1 and DS-3 service.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.4 Optional Features and Functions (cont'd)

C) Enhanced Access Diversity (EAD) (cont'd)

The three levels of diversity offered are described below:

1) Option 1

Option 1 provides interoffice facility diversity between serving wire centers only. This offering utilizes existing physically diverse interoffice facilities, excluding equipment and facilities located in a serving wire center extending to the first manhole located outside the serving wire center.

Example:

OPTION 1: EU — SWC — SWC — POP

2) Option 2

Option 2 provides local loop and interoffice facility diversity between serving wire centers. This offering utilizes existing physically diverse local loop and interoffice facilities, excluding equipment and facilities located in a serving wire center extending to the first manhole outside the serving wire center, or from the point of termination to the first manhole outside the Customer premises. This option provides diversity between two Customer premises or between a Customer premises and a Company Hub.

Example:

OPTION 2: EU — SWC — SWC — POP

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.4 Optional Features and Functions (cont'd)

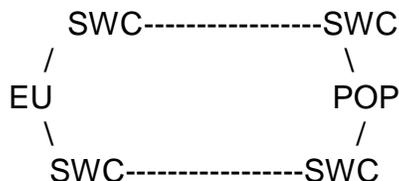
C) Enhanced Access Diversity (EAD) (cont'd)

3) Option 3

Option 3 provides end-to-end diversity, including local loop and interoffice facilities. In this offering diverse local loop facilities from the Customer's premises to a wire center other than the Customer's normal serving wire center must already exist. Existing diverse interoffice facilities must also be available between the serving wire centers. Interoffice mileage will be charged between the serving wire centers where the local loops actually terminate. This option provides diversity between two Customer premises or between a Customer premises and a Company Hub.

Example:

OPTION 3:



5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.4 Optional Features and Functions (cont'd)

D) Clear Channel Capability (CCC)

- 1) CCC is an arrangement that allows a Customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in Technical Reference TR-NPL-000054 and TR-INS-000342.
- 2) CCC is provided on 1.544 Mbps High Capacity channels between two Customer designated premises or between a Customer designated premises and a Company multiplexing hub and is subject to the availability of facilities.
- 3) The optional feature may be ordered at the same time the DS-1 service is ordered or it may be ordered as an addition to an existing DS-1 service. Customers must agree to out-of-service periods required to add this feature to an existing DS-1 service.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.4 Rate Categories (cont'd)

5.4.5 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be filed with the Commission prior to the provision of such service.

\* Available only on a channel of a 1.544 Mbps facility to a Company Hub.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.5 Application of Rate Elements

The rate elements described in Section 5.4 of this tariff will be applied as follows:

5.5.1 Point-To-Point Services

- Channel Terminations
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)

5.5.2 Multipoint Services

- Channel Terminations
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each serving wire center as set forth in National Exchange Carrier Association Tariff FCC No. 4. To determine the airlines distance between any two locations, proceed as follows:

- 5.6.1 Utilize the "V" and "H" coordinates for each Customer designated location.
- 5.6.2 Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- 5.6.3 Square each difference obtained in section 5.6.2 above.
- 5.6.4 Add the squares of the "V" difference and the "H" difference obtained in section 5.6.3 above.
- 5.6.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.7 Contract Rates - Special Pricing Arrangements-ICB

5.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All Special Pricing Arrangements, including ICB, shall be filed with the Commission.

5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of three years after the service was rendered.

5.9 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commission, subject to the requirements of applicable law, and become effective on one (1) day's notice.

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6. RATES AND CHARGES

6.1 General Regulations

- A) Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.

6.2 Charges for Changes to Pending Orders, Service Rearrangements & Expedite Charges

From time to time, Customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

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6. RATES AND CHARGES (cont'd)

6.3 DS-1 and DS-3 Services

**DS-1 (1.544 Mbps) +**

1) Local Distribution Channel (per point of termination)

Monthly Rate (M-to-M)	Monthly Rate (1-Year Term)	Monthly Rate (3-Year Term)	Monthly Rate (5-Year Term)
484.00	319.00	192.50	170.50

2) Channel Mileage Termination (per point of termination)

Monthly Rate (M-to-M)	Monthly Rate (1-Year Term)	Monthly Rate (3-Year Term)	Monthly Rate (5-Year Term)
143.00	93.50	55.00	46.20

3) Channel Mileage (per mile)

Monthly Rate (M-to-M)	Monthly Rate (1-Year Term)	Monthly Rate (3-Year Term)	Monthly Rate (5-Year Term)
49.50	33.00	22.00	19.25

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6. RATES AND CHARGES (cont'd)

6.3 DS-1 and DS-3 Services (cont'd)

4) Additional Service Elements \*

	Nonrecurring Charge
Administrative Charge (per order)	55.00
Design & Connection Charge (per circuit)	159.00
Customer Connection Charge (per termination)	235.00

\* *These charges will not apply to customers contracting for and completing a minimum 24-month payment plan.*

5) Optional Features – Reserved

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6. RATES AND CHARGES (cont'd)

6.3 DS-1 and DS-3 Services (cont'd)

**DS-3 (44.736 Mbps) +**

(Minimum period of 12 months applies)

Rates for DS3 service are provided by the Company on an Individual Case Basis (ICB). ICB arrangements will be separately filed with the Commission.

**Multiplexing**

1) Central Office Multiplexing  
DS3 to DS1 (per arrangement) – Reserved

2) Multiplexer Cross-Connection:  
DS3 Service (per DS1 Service) Monthly Rate  
\$9.95

3) Fiber Hub Cross-Connect

	1 Day Response	3 Day Response
DS1 to DS1	319.00	209.00
DS3 to DS3	335.50	225.50

4) Additional multiplexing services are available by arrangement.

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