

Cavalier Telephone, L.L.C.  
d/b/a PAETEC Business Services  
600 Willowbrook Office Park  
Fairport, New York 14450

Interstate RTC No. 1  
First Revised Title Page  
Cancels Original Title Page

Issued By: Mary O'Connell, Executive VP, General Counsel & Secretary

Effective: June 1, 2011

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Interstate, Interexchange Common Carrier Service

Regulations, rates, and charges applicable  
to interstate communications service furnished  
by

**Cavalier Telephone, L.L.C.**

**d/b/a PAETEC Business Services**

(T)

Service is furnished by means of wire,  
terrestrial microwave radio, optical fibers,  
satellite circuits or a combination thereof.

This RTC document includes the rates, charges, terms and conditions of service for the provision of interstate communications service by Cavalier Telephone, LLC d/b/a PAETEC Business Services between certain locations in the United States. This document also includes promotional offerings that apply to the domestic offerings of Cavalier Telephone, LLC d/b/a PAETEC Business Services. This documents lists the Company's standard business practices and offerings.

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Mary O'Connell  
Executive Vice President, General Counsel & Secretary  
Cavalier Telephone, L.L.C. d/b/a PAETEC Business Services  
600 Willowbrook Office Park, One PAETEC Plaza  
Fairport, New York 14450

Effective: July 16, 2011

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**CHECK SHEET**

The title page and pages of this RTC, as listed below, are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original RTC in effect on the date indicated.

<u>Page #</u>	<u>Revision Level</u>		<u>Page #</u>	<u>Revision Level</u>
Title	First Revised	*		
1	Twelfth Revised	*	31	Original
2	Original		32	Original
3	Original		33	Original
4	First Revised		34	Original
5	Original		35	Original
6	Original		36	Original
7	Original		37	Original
8	Original		38	Original
9	Original		39	Second Revised
10	Original		40	Original
11	Original		41	Original
12	Original		42	Original
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14	First		44	Original
15	Original		45	First
16	Original		46	First Revised
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### EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

### APPLICATION OF RTC

This document contains the regulations and rates applicable to the provision of interstate telecommunications services by Cavalier Telephone, LLC d/b/a PAETEC Business Services (hereinafter "the Company") between and among domestic points within the United States as specified herein. (T)

When services and facilities are provided in part by Cavalier Telephone and in part by other companies, the regulations of Cavalier Telephone apply only to that portion of the service or facilities furnished by Cavalier.

When services and facilities provided by Cavalier Telephone are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of Cavalier Telephone apply only to the use of Cavalier Telephone's services and facilities.

Cavalier Telephone may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time.

All offered services contained herein are subject to available facilities and authorized from the local municipalities in the jurisdiction where the service is offered.

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## SECTION 1 - DEFINITIONS

### 1.1 Definitions

**Advance Payment:** Part or all of a payment required before the start of service.

**Commission:** The Federal Communications Commission.

**Communications Services:** The Company's interstate interexchange switched telephone services offered throughout the Company's exchange areas.

**Company or Cavalier:** Cavalier Telephone, L.L.C. d/b/a PAETEC Business Services, the issuer of this RTC. (T)

**Customer or Subscriber:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations..

**Joint User:** A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Cavalier and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**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 FCC No. 4.

**Point of Connection:** A Location designated by Cavalier Telephone for the connection of Customer Provided wiring and Terminal Equipment to the Cavalier Telephone Provided Services.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

**Service Commencement Date:** The first day following the 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 that does not conform to standards set forth in the Service Order or this RTC, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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## **SECTION 1 - DEFINITIONS, (CONT'D.)**

### **1.1 Definitions, (Cont'd.)**

**Service Order:** The written request for Network 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 RTC, but the duration of the service is calculated from the Service Commencement Date.

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

**Two Way:** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**United States -** The forty-eight contiguous states, the District of Columbia, Alaska, Hawaii, American Samoa, Guam, Puerto Rico, the Northern Mariana Islands and the US Virgin Islands.

**User or End User:** A Customer, Joint User, or any other person or entity accessing or utilizing the services furnished by the Company to the Customer under this RTC.

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## **SECTION 2 - REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

- A. Services provided pursuant to this RTC may be utilized only for the transmission of communications by customers consistent with the terms of this RTC, the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended.
- B. This service is only provided to customers that purchase the company's local exchange or access service.

#### **2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this RTC is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### **2.1.3 Terms and Conditions**

- A. For the purpose of computing charges in this RTC, 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 RTC. Customers will also be required to execute any other documents as may be reasonably requested by the Company.



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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.3 Terms and Conditions, (Cont'd.)

- C. A Customer who wishes to have service discontinued shall give at least fifteen (15) days oral or written notice to the Company, specifying the date on which it is desired to have service terminated. A business Customer who wishes to have service discontinued shall give at least 30 days' written notice unless otherwise specified in an agreement with the Company. The Customer shall retain responsibility for service and equipment until the day and time on which service is discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and services rendered.
- D. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 15 days' written notice by the Company or 30 days written notice by the business Customer or 15 days notice by the residential customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this RTC prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- E. Service may be terminated upon written notice to the Customer if:
  - 1. The Customer is using the service in violation of this RTC; or
  - 2. The Customer is using the service in violation of the law.
- F. Upon suspension of service, the Company shall provide the Customer with a termination notice detailing the termination date and time and how the Customer may have service restored. The termination notice for residential Customers will include a medical emergency restoration notice explaining how Customers with medical emergencies may delay termination of basic service.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.3 Terms and Conditions, (Cont'd.)**

- G. This RTC shall be interpreted and governed by the laws of the FCC and the requirements of the Communications Act of 1934, as amended.
- H. Notwithstanding the provisions of this Section, the Company will comply with the rules and regulations of the Commission.

#### **2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company nor to the Company's Customers facilities, telecommunications services or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Liability of the Company (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations that it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless against any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the service is rendered.
- H. Under no circumstances shall this RTC be construed to make the Company liable to the Customer for any indirect, special, incidental, consequential, or other damages including, but not limited to, harm to business, lost revenues, lost profits, lost savings, or other commercial or economic loss, whether foreseeable or not and regardless of notification of the possibility of such damages.
- 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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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### **2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this RTC. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.1 Undertaking of the Company, (Cont'd.)**

#### **2.1.6 Provision of Equipment and Facilities (Cont'd)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this RTC, the responsibility of the Company shall be limited to the furnishing of facilities offered under this RTC and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

#### **2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### **2.1.8 Ownership of Facilities**

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

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws regulations, policies, orders, and decisions.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4** 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 communications 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 RTC will apply.
- 2.2.5** Residential services offered by the Company shall not be used by persons not eligible to subscribe to residential services under the applicable RTCs of the Company's underlying service providers. The Company may require the Customer to provide adequate proof of its compliance with any applicable eligibility criteria.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this RTC;
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.3 Obligations of the Customer, (Cont'd.)

#### 2.3.1 General, (Cont'd.)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. Making Company-provided facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or Cavalier intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.4 Special Applications

#### 2.4.1 Special Assembly

Subject to the agreement of the Company and to all of the regulations contained in this RTC, the Company may arrange, on a reasonable effort basis, for the special assembly of facilities at the request of the Customer. Special assembly is that construction undertaken:

- Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;
- In a quantity greater than that which the Company would normally provide;
- On an expedited basis;
- On a temporary basis until permanent facilities are available;
- Involving abnormal costs; or
- In advance of its normal construction

The Company will file the Special Assembly, including the contract terms, conditions and rates by letter with the Communications Division.

#### 2.4.2 Individual Case Basis Arrangements (ICB's)

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this RTC. Rates quoted in response to such competitive requests may be different than those specified for such services in the RTC. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB's will be filed with the Communications Division of the Commission.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Customer Equipment and Channels**

#### **2.5.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this RTC. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this RTC.

#### **2.5.2 Station Equipment**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer 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.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Customer Equipment and Channels, (Cont'd.)**

#### **2.5.2 Station Equipment, (Cont'd.)**

- C. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- D. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the RTCs or tariffs of the other communications carriers that are applicable to such connections.
- E. Facilities furnished under this RTC may be connected to Customer-provided terminal equipment in accordance with the provisions of this RTC. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- F. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this RTC only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1995 edition).

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.5 Customer Equipment and Channels, (Cont'd.)**

#### **2.5.3 Inspections**

- G. Upon suitable notification to the Customer, and at a reasonable time, the Company or its agent may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- H. If the protective requirements for Customer-provided equipment are not being complied with, the Company or its agents may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements

#### 2.6.1 Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- B. In addition, the Customer is responsible for payment of any sales, use, gross receipts, gross revenues, excise, access, universal service or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) including the Federal Subscriber Line Charge (SLC) imposed on or based upon the provision, sale or use of Network Services.

#### 2.6.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within 20 days after the mail date on the bill, unless otherwise agreed to in advance.
- 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 20 days after the mail date in the bill. When billing is based on Customer usage, charges will be billed monthly for the proceeding billing periods.
- 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 first day following the date 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 RTC or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.2 Billing and Collection of Charges, (Cont'd)**

- E. If any portion of the payment is received by the Company in funds that are not immediately available by that date, 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 the lesser of the highest percentage allowable by the Commission or a late factor of 1.5% per month.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.2 Billing and Collection of Charges, (Cont'd)**

- I. Invoice Options: A Business Customer's invoice information is presented electronically via the Internet with e-mail notification to the Customer. This option is available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the on-line invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee per copy or reprint requested.

Rates\*:

Number of Sheets	Charge Amount
1 to 4	\$8.00
5 to 19	\$13.50
20 to 49	\$19.50
50 to 99	\$28.50
100-249	\$35.50
250-499	\$45.00
500-999	\$85.00
1000-2999	\$125.00
3000+	\$250.00

Additional Charges	Charge Amount
Bill Copy or Invoice Reprint Service Fee	\$10.00

*\*Rates may differ in New York, Pennsylvania and Maryland according to local tariffs and/or regulations.*

(N)

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements, (Cont'd.)

#### 2.6.3 Taxes and Fees

- A. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this RTC.
- B. 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 and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Changes to Rates and Charges. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service. The Company may also adjust its rates and charges or impose additional rates and charges on its Customers in order to collect certain administrative fees. Examples of such administrative fees include, but are not limited to the Taxes, Surcharges, and Wholesale Carrier Charge and the Network UNE-L Fee (the "UNE-L Fee"). In particular, the Wholesale Carrier Charge is a fee charged by the Company due to increased wholesale costs and the administrative costs to collect and remit taxes, charges and regulatory fees. This charge is not mandated by any governmental authority. The UNE-L Fee is a fee that reimburses the Company for costs associated with building and investing in a local network, connecting customers to the network, and updating relating Company systems.



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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Payment Arrangements, (Cont'd.)**

#### **2.6.3 Taxes and Fees, (Cont'd.)**

##### **D. 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 RTC 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).

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 Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Taxes and Fees, (Cont'd.)**

D. Pay Telephone Surcharge, (Cont'd.)

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call, maximum	\$0.39
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E. Universal Service Fund

Services provided pursuant to this RTC document are subject to an undiscountable monthly federal Universal Service Fund fee, which is applied as a percentage of total net interstate and international charges, after application of all applicable discounts and credits. The percentage fee applied to the Customers interstate and international charges is posted at [http://www.fcc.gov/wcb/universal\\_service/quarter.html](http://www.fcc.gov/wcb/universal_service/quarter.html).

1. The Company will waive the Universal Service Fund fee with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that:

a. The Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver (i.e., to be eligible for a waiver in February 1998, the Customer must have filed a Universal Service Worksheet with the Universal Service Administrator covering February 1997);

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements, (Cont'd.)

#### 2.6.3 Taxes and Fees, (Cont'd.)

##### E. Universal Service Fund (Cont'd.)

###### 1. (Cont'd.)

- (b) The charges with respect to which the waiver is sought are for services purchased by the Customer for resale; and
- (c) The Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

###### 2. (a) Texas Universal Service Fund (TUSF) Charge

Services provided in this RTC are subject to an undiscountable monthly Texas Universal Service Fund (TUSF) charge. Based on billing availability, the TUS charge is applied to the Customer's total intrastate charges for calls that both originate and terminate within the State of Texas, after application of all applicable discounts and credits. Intrastate charges are assessed the TUS Charge under order by the Public Utility Commission of Texas. For customer invoices dated after July 1, 2007, the TUS Charge will be 4.4% of applicable charges. These percentages and amounts are subject to periodic adjustment by the Company, when ordered by the Public Utility Commission.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Taxes and Fees, (Cont'd.)**

E. Universal Service Fund (Cont'd.)

2. (Cont'd.)

(b) Oregon Universal Service Charge

Services provided pursuant to this RTC are subject to an undiscountable monthly Oregon Universal Service Charge. Based on billing availability, this Charge is applied to the Customer's total net interstate and international monthly recurring and usage-based charges for calls that both originate and are billed within the State of Oregon, after application of all applicable discounts and credits. Interstate and international charges are assessed this Charge under order by the Public Utility Commission of Oregon. For Customer invoices beginning January 1, 2006, the Oregon Universal Service Charge is 7.12% of the applicable charges.

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Taxes and Fees, (Cont'd.)**

E. Universal Service Fund (Cont'd.)

3. The Universal Service Fund fee will not be waived with respect to:

- (a) Charges for services purchased by Customer for its own use and an end user; or
- (b) Charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges.

4. The Company may waive the Universal Service Fund fee under the specific conditions listed in the product descriptions in this RTC.

F. Energy Recovery Charge (ERC)

The ERC is a charge to compensate the Company for rapid increases in fuel expenses, energy expenses associated with network maintenance, and higher related wholesale costs. The charge is assessed on a per account basis to all presubscribed customer accounts.

Monthly Charge Per Account:

Business:	\$4.95
Residential	\$2.95

*\*This fee does not apply to Customers subscribed to the C2 Bundle, Value Phone Plan, Local Connect, Complete Connect, Local Connect Plus, Complete Connect Plus and Boomer Phone Plans.*

(N)

Effective: March 1, 2011

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**SECTION 2 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Taxes and Fees, (Cont'd.)**

G. Wholesale Carrier Charge

This monthly recurring fee is assessed, per line, to recover wholesale costs. This charge is not mandated by any governmental authority. (T)  
(T)

	Fee per line:
Long Distance (stand alone) Service fee	\$11.95
Bundled Local/Long Distance Service	\$11.95

H. End User Access Fee

The End User Access Fee (EUAF) is assessed on a per line basis to all Customers\* who subscribe to the Company's business or residential local bundled service plans

Monthly Recurring Fee, Per Line \$ 3.97

*\*This fee does not apply to Customers subscribed to the Value Phone Plan, Local Connect, Complete Connect, Local Connect Plus, Complete Connect Plus and Boomer Phone Plans.*

I. Network Compensation Charge (NCC)

This monthly recurring fee compensates the Company for building a network in order to continue to provide high-quality services despite significant changes in federal laws. This fee is not a tax or charge required by the government. The fee is assessed on a per line basis to all Customers who subscribe to the Company's bundled service plans and long distance-only plans, excluding those covered by contracts.

	Monthly Recurring Charge Per Line
Long Distance-Only Plans	\$11.95
Local Bundled Service Plans	\$ 8.95*

\*On-Net Customers who are assessed the NCC and who are provided the local service portion of their bundled plan via local switching facilities owned by the Company, or have an additional T1 or other complex service on the save account or an affiliated account will receive an \$4.00 per line monthly credit offsetting this charge.

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## SECTION 2 - REGULATIONS,

### 2.6 Payment Arrangements, (Cont'd.)

#### 2.6.3 Taxes and Fees, (Cont'd.)

J. Regulatory Assessment Surcharge (RAS) (D)(N)

As a telecommunications company, the Company must make various payments to local, state, and federal departments and agencies, including, but not limited to, administration fees, inspection and supervision fees, and general public utility commission assessments. RAS is designed to help the Company recover the cost of these payments. The Company assesses RAS on end-user customers based on the individual customer's respective interstate and international services invoiced.

Regulatory Assessment Surcharge – The applicable percentage rate may vary. For the most current rate in effect please refer to [www.paetec.com/notice/legalnotice.html](http://www.paetec.com/notice/legalnotice.html).

K. Carrier Access Recovery Charge

This fee covers the costs per line associated with access to long distance networks for national and international calls and origination and termination of long distance calls through the local network.

	Monthly Recurring Charge Per Local or Presubscribed Long Distance Line or Trunk
Residential / Business	\$0.00

#### 2.6.4 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 equal to the non-recurring charge(s) and two months' charges for the service or facility. 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. An advance payment may be required in addition to a deposit.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements, (Cont'd.)

#### 2.6.5 Deposits

- A. The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage.
- B. The Company will pay interest on deposits held longer 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of the interest rate prevailing for that year)
- C. At the option of the customer making a security deposit, the Company shall annually make either direct payment to the customer of all accrued interest, or shall credit same to the customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the customer has established satisfactory credit during the period.
- D. When the Company requires a deposit from any residential customer, said customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.



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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements, (Cont'd.)

#### 2.6.6 Discontinuance of Service

- A. Upon nonpayment of any amounts on usage owing to the Company, the Company at its discretion may terminate service without notice.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. 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.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, 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.
- E. 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.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.5(A) or 2.6.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this RTC, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Payment Arrangements, (Cont'd.)**

#### **2.6.7 Cancellation of Application for Service**

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company applies. In such cases, the charge will be based on such elements as 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.
- D. The special charges described in Sections 2.6.6(A) through 2.6.6(C) will be calculated and applied on a case-by-case basis.

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.6 Payment Arrangements, (Cont'd.)**

#### **2.6.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### **2.6.9 Disconnection of Services**

A Customer may request disconnection of service that is provided under flexible pricing due to a price increase. The Customer must be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of his or her desire to disconnect service within 20 days of receiving notification of the price increase.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of the Customer, or noncompliance with the provisions of this RTC by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.7.1 for the part of the service that the interruption affects.

#### 2.7.1 Credit for Interruptions

When main service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations provided for in subsection (2).

- A. One-thirtieth of the monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24 hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
- B. Two-thirtieths of the monthly rate for each full 24-hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.
- C. When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of one-thirtieth of the monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- D. The allowance described in this Section shall not be applicable where service is interrupted by the negligence or willful act of the Customer to service or where the Company, pursuant to the terms of the contract for service and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.7 Allowances for Interruptions in Service, (Cont'd.)**

#### **2.7.1 Credit for Interruptions, (Cont'd.)**

- E. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or while the Company, pursuant to the terms of the RTC, suspends or terminates services because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the RTC. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this RTC, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.8 Use of Customer's Service by Others

#### 2.8.1 Resale and Sharing

Any service provided under this RTC may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this RTC, for payment for such services, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### 2.8.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this RTC. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

### 2.9 Cancellation of Service

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 (as defined in Section 2.7), the Customer agrees to pay to the Company termination liability charges, as 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 Section 2.6.2.

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

- a. All unpaid Non-Recurring charges and out-of-pocket expenses reasonably expended by the Company to establish service to the Customer; plus
- b. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- c. 65% of all remaining all Recurring Charges specified in the applicable RTC or agreement.

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- To any subsidiary, parent company or affiliate of the Company; or
- Pursuant to any sale or transfer of substantially all the assets of the Company; or
- Pursuant to any financing, merger or reorganization of the Company

### 2.11 Notices and Communications

**2.11.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.11.3** All notices or other communications required to be given pursuant to this RTC will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Cavalier Telephone, L.L.C.  
d/b/a PAETEC Business Services  
600 Willowbrook Office Park  
Fairport, New York 14450

Interstate RTC No. 1

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## **SECTION 2 - REGULATIONS, (CONT'D.)**

### **2.12 Temporary Promotional Programs**

The Company may make promotional offering of its RTC services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.



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## SECTION 3 - SERVICE DESCRIPTION AND RATES

### 3.1 Application of Rates and Charges

The regulations set forth in this section govern the application of rates for services contained in other sections of this RTC.

#### 3.1.1 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

When applicable, calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

For business customers, all calls are billed in 30 second minimums, with 6 second increments after the minimum period.

For residential Customers, all calls are billed in 60 second increments.

#### 3.1.2 Time Periods (Local Time).

Weekday: 8:00 a.m. to but not including 5:00 p.m. – Monday through Friday

Evening 5:00 p.m. to but not including 11:00 p.m. – Monday through Friday

Night 11:00 p.m. to but not including 8:00 a.m. – Monday through Friday, all day Saturday, and Sunday, and all holidays. Holidays include Christmas, New Years Day, Thanksgiving,

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### **SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

#### **3.2 Interexchange Services**

##### **3.2.1 Message Telephone Service**

Message Telecommunications Service (MTS) is furnished for communication between telephones in different local calling areas within the United States in accordance with the regulations and schedules of charges specified in this RTC. The toll service charges specified in this Section are in payment for interstate calling service furnished between the calling and called telephone, except as otherwise provided in this RTC. MTS includes the following types of calls: direct dialed, collect, 3<sup>rd</sup> number billed, special toll billing, person to person calling and other station to station calls.

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.3 Operator Assisted Service**

**3.3.1 Description**

Operator Assisted Interexchange Calls are placed within the customer's local service area through an operator.

**3.3.2 Regulations**

- A. Interexchange message charges for calls placed through an operator will be charged the same as for local calls dialed directly by the customer.
- B. Interexchange message charges may not be billed to Pay Telephone Lines.
- C. Charges for Interexchange messages transferred to message rate or measured rate services will not affect the normal message unit allowance or usage charge allowance applicable to such service.
- D. Operator assistance will not be furnished for calls placed from a customer provided coin telephone and the message charge is to be charged on a sent-paid basis.
- E. Operator assistance charges do not apply for the following calls:
  - 1. Calls to Telephone Company listed Official Public Emergency Agencies
  - 2. Calls to official Telephone Company numbers
  - 3. Calls to Directory Assistance Service
  - 4. Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Telephone Company.

**3.3.3 Per Call Charges**

	<u>Per Call</u>
Calling Card	\$0.60
Collect, Bill to 3 <sup>rd</sup>	\$2.95 (I)
Person to Person	\$5.95 (I)

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### **SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

#### **3.4 Busy Line Verify and Line Interrupt Service**

##### **3.4.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

##### **3.4.2 Regulations**

- A. A charge will apply when:
  - 1. The operator verifies that the line is busy with a call in progress.
  - 2. The operator verifies that the line is available for incoming calls.
  - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
  - 4. Different charges for Verify and Interrupt service apply dependent upon the verification or interrupt to a Cavalier or Non-Cavalier end user line.
- B. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D. The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Cavalier Telephone, L.L.C.  
d/b/a PAETEC Business Services  
600 Willowbrook Office Park  
Fairport, New York 14450

Interstate RTC No. 1

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.4 Busy Line Verify and Line Interrupt Service, (Cont'd.)**

**3.4.3 Rates and Charges**

	<u>Per Call</u>
Busy Line Verification-Cavalier Customer	\$0.75
Busy Line Interrupt-Cavalier Customer	\$1.55
Busy Line Verification-Non-Cavalier Customer*	\$3.25
Busy Line Interrupt-Non-Cavalier Customer*	\$6.00

\*For BLI/V calls directed to non-company end users

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.5 Inbound "800" Service**

**3.5.1 Description**

Inbound "800" Service provides toll free calling from the calling number, with service charges imposed upon the called telephone number. The charges are billed in 30 second increments with 6 second rounding. The service is provided and furnished for communications between telephones in different local calling areas between the states in accordance with the regulations and schedules of charges specified in this document. The toll service charges specified in Section 5.0 are in payment for interstate calling service furnished between the calling and called telephone, except as otherwise provided in this RTC.

**3.5.2 Rates and Charges**

	<u>Per Minute</u>
Outbound	\$0.0500
Inbound	\$0.0700

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### **SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

#### **3.6 Worry-Free Wire Maintenance**

Worry-Free Wire Maintenance is an optional monthly service offered to customers of the Company. It provides repair protection for the telephone jacks and wires inside the Customer's home or business. Worry-Free Wire Maintenance is offered as an optional month-to-month service. The plan is effective immediately when ordered with a new line or service. For existing service or line(s), service will begin thirty (30) days after the service is requested. This service offers the following features:

- Wiring located inside the premises;
- Service call charges;
- Diagnostic service and repair to standard telephone inside wire and jacks; and
- Repair of breaks to non-standard wire, but only to restore the wire to its original condition.

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.6 Worry-Free Wire Maintenance (Cont'd.)**

The following conditions are not covered by the Worry-Free Wire Maintenance service: pre-existing conditions and problems with your inside wiring or telephone jacks before you subscribed to the plan; damage to phone wires caused by negligence of a contractor or intentional damage by you or a third party or Acts of God (such as fire, flood, hurricane or other similar acts); wiring associated with Private Branch Exchange (PBX), Key Systems or other non-basic telephone systems; damage to phone wire caused by faulty equipment (e.g., - telephone, fax, modem, etc.); rewiring existing jacks that were previously wired for an additional line in order to use the jack for the main line; installation of additional jacks in other rooms of the home or business; conversion of hard wired phones/jacks to modular phone outlets; replacement of telephone sets or other telephone equipment; multi-unit dwellings, problems occurring in horizontal, riser cables and exterior wiring; repair of jacks located outdoors, except for jacks attached to the exterior of your premises; or repair of wiring for boat slips and special boat cords and jacks. CAVALIER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, THAT ARISE FROM (1) ANY DEFECTS IN MATERIALS USED TO MAINTAIN INSIDE WIRE OR JACKS; OR (2) DEFECTS IN WORKMANSHIP PROVIDED UNDER THE PLAN. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE OFFERED WITH THIS PLAN. CAVALIER LIABILITY FOR DEFECTIVE MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL AND/OR A CORRECTIVE SERVICE VISIT.

(1) Standard Monthly Recurring Charge

(2)

	<u>Business</u>	<u>Residential</u>
Per Account	\$5.95	\$5.95





Cavalier Telephone, L.L.C.  
d/b/a PAETEC Business Services  
600 Willowbrook Office Park  
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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)**

**3.9 Local Connect Plan**

The Local Connect Plan is offered to On-Net residential Customers only in conjunction with the Local Connect Plan local service bundle, where available. Long distance usage is billed in one (1) minute increments.

Direct Dialed Interstate Calls,  
Rate Per Minute: \$0.05

**3.10 Local Connect, Complete Connect and Boomer Phone Plan Featureless Additional Lines (N)**

Additional lines are offered to On-Net residential Customers only in conjunction with the Local Connect and Complete Connect local service bundles, where available. Long distance usage is billed in one (1) minute increments.

Direct Dialed Interstate Calls,  
Rate Per Minute: \$0.05