

TITLE SHEET

MAINE TARIFF NO. 1

APPLICABLE TO

LOCAL INTERCONNECTION SERVICES OF

TIME WARNER CABLE INFORMATION SERVICES (MAINE), LLC
D/B/A TIME WARNER CABLE V

(T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for local interconnection services provided by Time Warner Cable Information Services (Maine), LLC d/b/a Time Warner Cable V with principal offices at 60 Columbus Circle, New York, NY 10023. This tariff applies for services furnished within the State of Maine. This tariff is on file with the Maine Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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PROPOSED EFFECTIVE DATE: December 31, 2012
EFFECTIVE DATE:
DOCKET NO.

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Carey Roesel
Consultant

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION		SHEET	REVISION	
1	1 st Revised		20	1 st Revised	
2	3 rd Revised	*	21	1 st Revised	
3	1 st Revised		22	1 st Revised	
4	2 nd Revised		23	1 st Revised	
5	1 st Revised		24	1 st Revised	
6	1 st Revised		25	1 st Revised	
7	1 st Revised		26	1 st Revised	
8	1 st Revised		27	1 st Revised	
9	2 nd Revised		28	1 st Revised	
10	1 st Revised		29	1 st Revised	
11	1 st Revised		30	1 st Revised	
12	1 st Revised		31	1 st Revised	
13	1 st Revised		31.1	Original	
14	1 st Revised		31.2	Original	
15	1 st Revised		31.3	Original	
16	1 st Revised		31.4	Original	
17	1 st Revised		31.5	Original	
18	1 st Revised		32	3 rd Revised	*
19	1 st Revised		33	2 nd Revised	*
			34	Original	

PROPOSED EFFECTIVE DATE: May 26, 2019
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SYMBOLS SHEET

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

- C - To Signify a Change in Rate Schedule or Term or Condition
- D - To Signify a Discontinued Rate or Term or Condition
- I - To Signify an Increased Rate
- M - To Signify Text Moved from Another Tariff Location; But No Change in Rate or Term or Condition
- N - To Signify a New Rate or Term or Condition
- R - To Signify a Reduced Rate
- T - To Signify a Change in Text or Regulation; But No Change in Rate or Term or Condition

Check Sheets - When a tariff filing is made with the MPUC, an update check sheet accompanies the tariff filing.

Sheet Numbering and Revision Levels - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the MPUC. For example, the 4th Revised Sheet 14 cancels the 3rd revised Sheet 14.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the MPUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the MPUC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2. 1. 1.A. 1.
 - 2. 1.LA. 1. {a}.
 - 2.1.1.A.1. {a}.L
 - 2.1.1.A.1. {a}.I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the MPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by the symbols given on the symbols sheet. There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the MPUC.

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone company's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions: .

- Chapter 204 - Basic-Service Calling Areas
- Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250 - Coin-operated Telephone Service
- Chapter 280 - Provision of Competitive Telecommunications Services
- Chapter 291 - Standards for Billing, Credit and Collections, and Customer Information for Non-Eligible Telecommunications Carriers
- Chapter 292 - Standards for Billing, Credit and Collection, and Customer Information for Interexchange Carriers
- Chapter 294 - Lifeline and Link-Up Service Programs
- Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 870 - Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

In addition, the following provisions are part of this Company's Terms and Conditions:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. § 2-316(5).

This Company agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the Company may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. § 1303.

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SERVICE OFFERING SUMMARY

The Company's Local Interconnection Service enables two-way public switched telephone network (PSTN) interconnection in areas of the State of Maine where the Company (a) has adequate facilities, and (b) is authorized to provide the Service. Local Interconnection Service is not offered to End Users. The Local Interconnection Service provides local interconnection for voice calls within the Customer's local calling area or other geographic areas within Maine as may be defined by the Company. The Local Interconnection Service also provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer. The Company is authorized to provide the Service in the following exchanges:

Acton (N)	Dixfield (N)	Limestone (N)	Oakland (N)	Standish
Albion	Dover Foxcroft (N)	Limington	Old Orchard Beach (N)	Steepfalls
Alton	E Vassalborro	Lincoln (N)	Old Town (N)	Stetson
Andover	Eagle Lake	Lincolnvil	Old Town RL	Stockton Springs
Ashland (N)	Easton (N)	Lincolnvil Beach	Orono (N)	Stratton
Augusta (N)	Eastport (N)	Lisbon Falls (N)	Orrington(N)	Strong
Bangor (N)	Eddington (N)	Litchfield	Oxford (N)	Sullivan (N)
Bar Harbor (N)	Ellsworth(N)	Livermore Falls (N)	Palermo (N)	Sumner
Bar Mills	Embden Lake	Locke Mills	Pembroke (N)	Tenants Harbor (N)
Belfast (N)	Exeter	Lovell	Phillips (N)	Thomaston(N)
Belgrade (N)	Fairfield (N)	Lubec (N)	Pittsfield (N)	Thorndike
Berwick (N)	Farmington (N)	Machias (N)	Plymouth(N)	Turner
Bethel	Fort Kent	Madawaska (N)	Poland	Union
Biddeford (N)	Franklin (N)	Madison (N)	Portland (N)	Unity
Bigelow	Freedom	Mars Hill(N)	Pownal (N)	Upton
Bingham (N)	Freeport (N)	Matinicus	Presque Isle (N)	Van Buren (N)
Blue Hill (N)	Frenchville (N)	Mechanic Falls (N)	Princeton(N)	Vinalhaven (N)
Boothbay Harbor (N)	Fryeburg	Mercer	Rangeley (N)	Waldoboro(N)
Bremen	Ft. Fairfield (N)	Milbridge(N)	Raymond	Warren
Bridgton (N)	Gardiner (N)	Milo (N)	Readfield(N)	Washburn (N)
Brownville (N)	Goodwin Mills (N)	Monmouth	Richmond (N)	Washington
Bryant Pond	Gorham (N)	Monroe (N)	Rockland(N)	Waterboro
Buckfield	Grand Isle (N)	Monson (N)	Rome	Waterville (N)
Bucksport (N)	Gray	Morrill	Roxbury Pond	Weld
Calais (N)	Greene	Mt. Vernon	Rumford (N)	Wells (N)
Camden (N)	Hampden	Naples	Sabattus (N)	West Bethel(N)
Canton	Harrison (N)	New Gloucester	Salem	West Enfield
Caribou (N)	Hartland	New Harbor	Sanford (N)	West Gardiner (N)
Carrabassett	Hebron	New Sweden (N)	Scarborough (N)	West Gray
Casco	Hermon (N)	New Vineyard	Searsport (N)	West Paris
Castine (N)	Island Falls	Newburgh	Sebago	West Ripley
China	Jonesport (N)	Newport (N)	Sedgwick(N)	Westbrook (N)
Clinton (N)	Kennebunk (N)	No. Fryeburg	Sheepscot	Wilton (N)
Columbia(N)	Kennebunk Port (N)	No. Lovell	Sidney	Windham(N)
Corinna	Kingfield	No. Norway	Skowhegan (N)	Winter Harbor (N)
Corinth (N)	Kittery (N)	Norridgewock	Smithfield	Winterport (N)
Cornish (N)	Lamoine (N)	North Anson	So. Bristol	Winthrop(N)
Cumberland (N)	Lebanon (N)	North Berwick (N)	Solon	Wiscasset(N)
Damariscotta	Leeds	North East Harbor (N)	South China	Woodland(N)
Deer Isle (N)	Levant	North New Portland	South West Harbor (N)	Yarmouth(N)
Denmark	Lewiston (N)	North Whitefield (N)	St. Francis	York (N)
Dexter (N)	Limerick (N)	Norway (N)		

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SECTION 1-TECHNICAL TERMS AND ABBREVIATIONS

1.1 Explanation of Abbreviations and Acronyms

Cont'd – Continued

MPUC - Maine Public Utilities Commission

LEC - Local Exchange Company

PSTN - Public Switched Telephone Network

CMTS - Cable Modem Termination System

NCS - Network-Based Call Signaling

TDM - Time Division Multiplexed

IP - Internet Protocol

LCA - Local Calling Area

EAS - Extended Area Service

eMTA - Embedded Multimedia Terminal Adapter

ICB - Individual Case Basis

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SECTION 1-TECHNICAL TERMS AND ABBREVIATIONS

1.2 Definition of Terms

Commission (MPUC) - The Maine Public Utilities Commission.

Company - Refers to Time Warner Cable Information Services (Maine), LLC d/b/a Time Warner Cable V. (T)
(T)

Customer - The competitive voice provider or other IP-enabled service provider that orders Service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Services.

End User - The retail customer of any Customer that purchases Local Interconnection Service from the Company.

Local Interconnection Service - The provision to the Customer of local interconnection services, as described in this tariff.

Nonrecurring Charge - A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Recurring Charge - The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Individual Case Basis - An agreement between the Company and the Customer for, or relating to, the provision of the Service based upon the Customer's individual requirements.

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SECTION 1-TECHNICAL TERMS AND ABBREVIATIONS

1.2 Definition of Terms (cont'd)

Service - Any Local Interconnection Service provided by the Company under this tariff

Termination of Service - Discontinuance of the Local Interconnection Service.

User - An End User.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application of Tariff

- A. This tariff sets forth terms and conditions applicable to the furnishing of the Local Interconnection Service defined herein offered by the Company within the State of Maine.
- B. The Local Interconnection Service is provided in accordance with, and subject to, the regulations and rates in this Tariff, applicable state or federal law, applicable state or federal regulations, and Incumbent Local Exchange Company (ILEC) interconnection agreements.
- C. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- D. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- E. This tariff applies only for the use of the Company's Services within the State of Maine.
- F. The provision of Local Interconnection Service defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.2 Shortage of Equipment or Facilities

The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. The Local Interconnection Service provides local interconnection for voice calls within the Customer's local calling area and extended area service ("EAS") or other geographic areas defined by the Company. The Local Interconnection Service also provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer.
- B. Customers must subscribe to the Local Interconnection Service for a minimum service period of two years. If the Customer terminates all or any portion of the services before the end of the service period, the Company may assess a termination liability equal to 100% of the monthly recurring charge multiplied by the number of months left in the service period.
- C. Customers will 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.
- D. The Customer's service must include restrictions in its tariff, service agreement, or other applicable document that describes the terms and conditions of Customer's service that do not allow an End User to move the service to another physical location outside the premises or building in which it was originally provided.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- E. The Customer's subscribers must be physically located within its defined local calling area or any other geographic area defined by the Company.
- F. The Customer must provide certain facilities and comply with equipment restrictions as set forth in Sections 2.4 and 2.5, following.
- G. The Company and the Customer will not utilize the public Internet for the transport of voice services.
- H. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this tariff or the law.
- I. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- J. This tariff shall be interpreted and governed by the laws of the State of Maine.
- K. Billing, payment, deposit, disconnection, dispute resolution and other credit and collect procedures shall be governed by the service agreement between the Company and the Customer.

2.2 Limitations

2.2.1 Liability Limitations and Indemnification

- A. The Company shall not be liable for any claims for loss or damages involving:

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (cont'd.)

2.2.1 Liability Limitations and Indemnification (cont'd)

A. (cont'd)

1. Any act or omission of: (a) the Customer or any End User, (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. 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 natural 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;
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;

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (cont'd.)

2.2.1 Liability Limitations and Indemnification (cont'd)

A. (cont'd)

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 Section 2.2;
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;
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;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (cont'd.)

2.2.1 Liability Limitations and Indemnification (cont'd)

- B. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, 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 Company or Customer
- C. 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 thirty (30) days after the after the date of the occurrence that gave rise to the claim.
- D. 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.
- E. Any provisions that limit liability for damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. § 2-316(5), Exclusion or Modification of Warranty.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liability of the Company

2.3.1 General

- A. Except as otherwise stated in this tariff, 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, representations, 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 Section 2.7, following.
- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, 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, including the inability to access emergency 911 services during any such failure, 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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SECTION 2 - RULES AND REGULATIONS

2.4 Service Availability

2.4.1 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. 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 a loss of power or cable damage, notification to the Customer may not be possible.

2.4.2 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 tariff. 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 connecting facility between Customer and the Service may be provided by Customer or a third-party provider. This connecting facility is not included in the rates and charges listed in Section 4.
- C. 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.
- D. 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 to the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.4 Service Availability (cont'd.)

2.4.2 Provision of Equipment and Facilities (cont'd)

- E. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- F. 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 reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- G. Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff 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.

2.4.3 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 General

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. providing its own dedicated connection to its End User's premises;
3. damage to or loss of the Company's facilities or equipment caused by he acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities, and associated equipment used to provide voice service to End Users from the End User's property line to the location of the equipment space described above. 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 Customer-provided facilities, shall be borne entirely by, or may be charged by the Customer to the End User. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.
5. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
6. making the Company's 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.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (cont'd.)

2.5.2 Prohibited Activities and Uses

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or 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.

2.53 Claims

With respect to any Service or facility provided by the Company, the Customer 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 property of the Company or any third . party, or the 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 or User or either of their employees, agents, representatives or invitees; or

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2.5 Obligations of the Customer (cont'd.)

- B any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

2.6 Customer Equipment and Channels

2.6.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. A Customer may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6.2 Customer Equipment

- A. The Company is not responsible for malfunctions of Customer-Provided Equipment, or for misdirected calls, disconnects, or other Service problems caused by the use of Customer-Provided Equipment.

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2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications 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 this tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer Provided Equipment in accordance with the provisions of this tariff.

2.6.4 Inspections

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company 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 (10) 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 - RULES AND REGULATIONS

2.7 Interruption of Service

2.7.1 General

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.
- B. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
 2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 3. interruptions due to the failure or malfunction of non-Company equipment;
 4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;

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SECTION 2 - RULES AND REGULATIONS

2.7 Interruption of Service (cont'd.)

2.7.1 General (cont'd)

6. interruptions of Service 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; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

2.8 Payment Arrangements

2.8.1 Payment

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.

2.8.2 Billing and Collection of Charges

- A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company, calculated at the maximum monthly rate specified in Chapter 870 as updated in November each year by the MPUC's Director of Finance. Once a bill is past due, the Company may proceed with collection activities.
- B. As provided in Chapter 870 of the Maine Public Utility Commission's Rules, the Company charges the greater of \$5.00 or the actual amount charged by the Company's bank to the Company (but not to exceed \$15.00) for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

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SECTION 2 - RULES AND REGULATIONS

2.8 Payment Arrangements (cont'd)

2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Customer may contact the Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone: 1-800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

2.8.4 Discontinuance of Service

- A. If payment is not received within thirty (30) days of the due date, disconnect notice will be sent to the Customer. If payment still has not been received within forty-five (45) days of the due date, then a notice of possible service interruption will be sent to the Customer. If payment has not been received within seventy-five (75) days of the due date then a final written notice will be sent, and after ninety (90) days following the due date, service will be interrupted, and the account will be disconnected.
- B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of Service in advance.

2.9 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 two months of estimated monthly recurring 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 nonrecurring 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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SECTION 2 - RULES AND REGULATIONS

2.10 Taxes and Other Charges

The Customer may be responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.11 Use of Customer's Service by Others

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 (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

All notices or other communications required to be given pursuant to this tariff will be delivered via e-mail and first-class mail. 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.

2.13 Special Construction and Special Arrangements

2.13.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions.

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SECTION 2 - RULES AND REGULATIONS

2.13 Special Construction and Special Arrangements (cont'd.)

2.13.2 Basis for Charges

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.13.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

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SECTION 3 - SERVICE DESCRIPTION

3.1 Local Interconnection Service

3.1.1 Description of Local Interconnection Service

(C)

- A. Local Interconnection Service enables two-way interconnection between a Customer's facilities and the public switched telephone network ("PSTN"), and access to related services described herein. The Service provides interconnection for voice calls within the Customer's local calling area or other geographic areas defined by the Company. Local Interconnection Service utilizes soft switch technologies.
- B. Local Interconnection Service is offered only to facilities-based providers of interconnected VoIP services and provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities, and other services as defined by the Company and the Customer. These additional services are available on an Individual Case Basis upon the Customer's request.
- C. Facilities and equipment of a type and/or quantity necessary to provide Local Interconnection Service may not be available on a ubiquitous basis in the Company's service area(s). Local Interconnection Service is available to Customers only where the Company (a) has suitable facilities and can operate in a technically and economically feasible manner, and (b) has been authorized to provide Service.
- D. In order to make use of Local Interconnection Service, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System ("CMTS"). Local Interconnection Service does not support Customers providing services to End Users that operate using a different format.
- E. Local Interconnection Service does not support "nomadic" VoIP services. The Customer must provide its services to each End User at a fixed service address.

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SECTION 3 - SERVICE DESCRIPTION

- 3.1 Local Interconnection Service (cont'd.) (C)
- 3.1.2 Availability of Local Interconnection Service on an Individual Case Basis
- A. Upon receipt of a bona fide request for Local Interconnection Service from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this tariff.
 - B. Recurring and nonrecurring costs for components of Local Interconnection Service other than those identified in Section 4 will be developed on an Individual Case Basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- 3.1.3 Customer Use of Local Interconnection Service
- A. The Customer shall, at its sole cost, be responsible for providing all equipment, software, facilities and IP connectivity necessary for the Customer to provide interconnected VoIP service to its End Users. The IP-based, broadband connecting facility between Customer and End Users, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its End Users and is not included as part of Local Interconnection Service.
 - B. The Customer must provide the proper signaling information for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any 12 month period the Customer sends calls to the Company lacking required signaling information in excess of five percent of all calls during such months, the Company may terminate Local Interconnection Service to the Customer immediately with no liability from the Company to the Customer for such termination. (C)

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SECTION 3 - SERVICE DESCRIPTION

- 3.1 Local Interconnection Service (cont'd.) (C)
- 3.1.3 Customer Use of Local Interconnection Service, (Cont'd.)
- C. The Customer shall input, validate and maintain accurate End User information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (“ALI”) Database, Directory Listing information, Line Information Database (“LIDB”) and Caller ID with NAME Database (“CNAM”). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide (“MSAG”).
 - D. The Customer shall not: (a) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM-originated traffic appear to be IP-originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (b) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.
 - E. Local Interconnection Service is limited to End Users physically located in areas served by the Company. The Customer shall in all cases assign telephone numbers to End Users based on the End Users’ locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. Unless otherwise agreed by the Company and the Customer on and Individual Case Basis, Local Interconnection Service is not to be used with any “virtual numbering” or foreign-exchange-like arrangements.
 - F. The Company and the Customer will conduct interoperability testing prior to the Customer’s implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company’s approval. The Company may terminate (without liability) Local Interconnection Service where proper interoperability testing has not been completed. (C)

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SECTION 3 - SERVICE DESCRIPTION

3.1 Local Interconnection Service (cont'd.)

(C)

3.1.4 Telephone Number Resources and Local Number Portability

- A. Upon Customer request, the Company will assist the Customer in obtaining telephone number resources through a third-party service provider.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of telephone number resources to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Customer may act as the Company's agent in obtaining End User requests to port a telephone number from a third-party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the End User using that ported number ("Port-In"). The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- D. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to an End User ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

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SECTION 3 - SERVICE DESCRIPTION

3.1 Local Interconnection Service (cont'd.)

(C)

3.1.5 911 Capabilities

- A. The Company will assist the Customer in the provision of 911 capabilities to its End Users through a third-party service provider and subject to the limitations stated herein.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of 911 capabilities to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Customer shall ensure that an End User does not use Local Interconnection Service from a location different from the End User's address and shall further ensure that telephone numbers are assigned to End Users whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.
- D. 911 capabilities may not function, or may not function properly: (a) if a telephone number is assigned to an End User located outside of the ILEC rate center associated with such telephone number; (b) if an End User attempts a 911 call from a location different from the End User's address provided to the Company by the Customer; (c) during a disruption of power at the End User location; (d) during a loss of connectivity to the End User location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (e) during any period where service to an End User has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (f) if incorrect or invalid End User address information is provided, or if such information is not updated in the event of a change in primary location; or (g) if equipment provided to or used by the End User fails to function or is improperly installed or configured.

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SECTION 3 - SERVICE DESCRIPTION

- 3.1 Local Interconnection Service (cont'd.) (C)
- 3.1.5 911 Capabilities, (cont'd.)
- E. 911 capabilities may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
 - F. The Customer's agreements with End Users shall contain the following: (i) an explanation of the limitations on the functionality of 911 capabilities noted herein, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 capabilities to function properly for the reasons set forth in this Section.
 - G. Limitation of Liability - See Sections 2.2 and 2.3 of this Tariff. (C)

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SECTION 3 - SERVICE DESCRIPTION

3.1 Local Interconnection Service (cont'd.)

3.1.6 Directory Listings

- A. The Company will assist the Customer in the provision of directory listings to its End Users through third-party providers.
- B. The Customer shall bear responsibility for all costs incurred by the Company in the provision of directory listing services to the Customer's End Users, including any charges or liability resulting from the Customer's use of services provided by a third-party service provider. Such costs are not included in the rates specified in Section 4 of this tariff.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories by such any third-party service provider, or in accepting listings as presented by the Customer on behalf of any such third-party service provider.

3.2 High Capacity Transmission Services

The Company provides local and intrastate telecommunications services, as described hereunder, on a wholesale basis.

3.2.1 General Description of Service

High Capacity Transmission Services provides point-to-point, point-to-multipoint and multipoint-to-multipoint dedicated connection between one or more customer-defined locations and/or the Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, is scalable from 1 Mbps to 100 Gbps and will be designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates, terms and conditions. (C)

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SECTION 4 - RATES

4.1 Rates

4.1.1 General

1. The rates set forth below apply generally, although the Company will also negotiate with Customers based on volume and other reasonable, individualized considerations.
2. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this tariff.
3. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
4. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

4.1.2 Rates and Charges

A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent, per month: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: ICB (C)

Per commercial End User per month: ICB (C)

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SECTION 4 - RATES

4.1 Rates (cont'd.)

4.1.3 ICB Charges

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

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