

**HYPERCUBE TELECOM, LLC**

5300 Oakbrook Parkway  
Bldg. 300, Suite 330  
Norcross, GA 30093

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE TARIFF**

This tariff contains the description, regulations and rates for the furnishing of resold and facilities-based local exchange data services provided by Hypercube Telecom, LLC, throughout the State of Wyoming. The principal offices of Hypercube are located at: 5300 Oakbrook Parkway, Bldg, 300, Suite 330, Norcross, GA 30093. This tariff is on file with the Wyoming Public Service Commission, and copies may be inspected, during normal business hours, at the Company's place of business in Norcross, Georgia.

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**Issued: September 9, 2008**

Issued By:

James M. Mertz  
Vice President of Government Affairs  
Hypercube Telecom, LLC  
5300 Oakbrook Parkway  
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Norcross, GA 30093

**Effective: September 10, 2008**

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**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 indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original	61	Original
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30	Original	60	Original		

\* New or revised

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) Delete or discontinued rate or regulation.
- (I) Change resulting in an increase to a Customer's bill.
- (M) Text moved from another tariff locations without change.
- (N) New.
- (R) Change resulting in reduction to a Customer's bill.
- (T) Change in text or regulation but no change in rate or charge.
- (Z) Correction.

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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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page 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.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 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 Commission, 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 an asterisk (\*). There will be no other symbols used on the check sheet 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 Commission.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of local exchange telecommunications services by Hypercube Telecom, LLC ("HYPERCUBE TELECOM" or "Company") to business Customers within the State of Wyoming.

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**SECTION 1 - DEFINITIONS**

**1.1 Definitions**

Certain terms used generally throughout this tariff are defined below:

**Advance Payment:** The payment required before the start of service.

**Authorized User:** A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The Customer is responsible for all charges incurred by an Authorized User.

**Commission:** The Wyoming Public Service Commission.

**Company:** Hypercube Telecom, LLC, unless specifically stated otherwise.

**Customer or Subscriber:** The person, firm or corporation which orders intrastate common carrier service pursuant to this tariff and is responsible for the payment of charges and compliance with the Company's regulations. Customer includes joint and authorized users.

**Dedicated Access Service:** An arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

**Interruption:** The inoperability of the subscriber line due to Company facilities malfunction or human error.

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

**Local Exchange Carrier or ("LEC"):** Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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

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**SECTION 1 - DEFINITIONS (Cont'd)**

**1.1 Definitions (Cont'd)**

**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 tariff, 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.

**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 tariff, but the duration of the service is calculated from the Service Commencement Date.

**State:** Wyoming

**User or End User:** A Customer, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

2.1.1 Scope

- 2.1.1.A The services of the Company consist of furnishing of facilities based and resold local exchange telecommunications services throughout the State of Wyoming pursuant to this general tariff offering of service to the general public.
- 2.1.1.B The Company offers resold and facilities based local exchange telecommunications services throughout the State of Wyoming.
- 2.1.1.C The services offered herein may be used for any lawful purpose, including business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

2.1.1 Scope (Cont'd)

2.1.1.A Company 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 any tariffs of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or facilities

2.1.2.A The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's 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.

2.1.2.B The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.3 Ownership of Facilities**

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the data transport or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days following the request, in as good condition as reasonable wear will permit.

**2.1.4 Governmental Authorizations**

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.5 Rights-of-Way**

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. Customers use of such rights-of-way shall in all respects be subject to the agreement between the Company and such third parties relating thereto.

**2.1.6 Customer Service**

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 905-1735. Customers wishing to communicate with the Company in writing may send correspondence to 5300 Oakbrook Parkway, Bldg. 300, Suite 330, Norcross, GA 30093.

**2.1.7 Term of Service**

The minimum term of service under this tariff is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this tariff, a month is considered to have 30 days.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Liability of the Company**

- 2.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.3 of this tariff captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company shall not be liable for any delay or failure of performance of 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 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.
- 2.2.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Liability of the Company (Cont'd)**

- 2.2.4 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.
- 2.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.2.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.2.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.2.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Liability of the Company (Cont'd)**

- 2.2.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.
- 2.2.10 In the event parties other than Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.
- 2.2.11 Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.2.12 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.

**2.3 Allowances for Interruptions in Service**

At the Customer's request, a credit allowance for continuous interruptions of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Allowances for Interruptions in Service (Cont'd)**

**2.3.1 Credit for Interruptions**

- 2.3.1.A A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable to the Customer.
  
- 2.3.1.B A credit allowance will be made for continuous interruption periods lasting twenty-four (24) hours or longer. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist.
  
- 2.3.1.C A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Allowances for Interruptions in Service (Cont'd)**

**2.3.1 Credit for Interruptions (Cont'd)**

2.3.1.D For calculating credit allowances, every month is considered to have 30 days. A credit allowance will be calculated for any continuous service interruption lasting twenty-four (24) hours or longer on the basis of the proportion of interrupted minutes to total monthly minutes.

2.3.1.E In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

**2.3.2 Limitations on Allowances**

No credit allowance will be made for:

2.3.2.A interruptions due to noncompliance with this tariff on the part of the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

2.3.2.B interruptions due to the negligence of any person other than the Company, including but not limited to the Customer, other user, or other common carriers connected to the Company's facilities;

2.3.2.C interruptions due to the failure or malfunction of non-Company equipment;

2.3.2.D 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;

2.3.2.E periods of impaired service during which the Customer continues to use the service;

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Allowances for Interruptions in Service (Cont'd)**

2.3.2 Limitations on Allowances (Cont'd)

- 2.3.2.F 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;
- 2.3.2.G interruptions of service during scheduled maintenance, after reasonable notice to Customer;
- 2.3.2.H interruptions of service resulting from the failure, malfunction or removal or facilities, power or equipment provided by the Customer;
- 2.3.2.I interruptions of service due to circumstances or causes beyond the control of Company, or interruptions the credit allowance for which would amount to less than one dollar.

**2.4 Obligations of the Customer**

2.4.1 Scope

The obligations of the Customer shall include the following:

- 2.4.1.A Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this tariff, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

**2.4.1 Scope (Cont'd)**

2.4.1.B Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on Customer's premises, which shall define the point of termination of Company's service. Customer may be required to pay, in the sole discretion of the Company, additional non-recurring charges for any additional points of termination within Customer's premises.

2.4.1.C Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which Company will provide some or all such non-regulated services and facilities.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

2.4.1 , Scope (Cont'd)

- 2.4.1.D Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.
  
- 2.4.1.E Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

**2.4.1 Scope (Cont'd)**

- 2.4.1.F Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, Customer will submit to Company a complete manufacturer's specification sheet for each item of Customer-provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- 2.4.1.G Customer warrants that the services ordered pursuant to this tariff are intrastate in nature.
- 2.4.1.H Customer shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

**2.4.2 Payments**

Obligations of the Customer with regard to payments shall include:

2.4.2.A Customer shall be responsible for payment of all applicable charges pursuant to this tariff for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.

2.4.2.B Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

**2.4.2 Payments (Cont'd)**

- 2.4.2.A The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.
  
- 2.4.2.B Customer agrees that Company may conduct an independent verification of Customer's financial condition at any time, and Customer agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Obligations of the Customer (Cont'd)**

2.4.2 Payment (Cont'd)

2.4.2.C Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.4.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this tariff, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.4.3.A any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

2.4.3.B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or 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 this tariff or any agreement between Customer and Company.

2.4.4 Third Party Vendor Charges

For the avoidance of doubt and notwithstanding any other provision in this Tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by HYPERCUBE for the Service, the Customer shall be responsible for and reimburse HYPERCUBE for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon HYPERCUBE relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies HYPERCUBE for all Third Party Charges and agrees to defend and hold HYPERCUBE harmless for all damages, losses, claims or judgments arising out of any Third Party Charges.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.5 Cancellation of Service**

A Customer may terminate service, with or without cause, by giving the Company notice. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, Customer agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value at six percent).

**2.6 Discontinuance of Service**

2.6.1 The Company may terminate service, with at least thirteen (13) calendar days' written notice to the Customer, for Customer non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, or for failure of the Customer to permit the Company to have reasonable access to its equipment. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; or the Customer's unauthorized or illegal use of the Company's service or equipment.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6 Discontinuance of Service (Cont'd)**

2.6.2 The written termination notice to a customer will contain, at a minimum, the following information:

2.6.2.A A statement advising the Customer that the Company cannot terminate service by reason of nonpayment during the pendency of any complaint, investigation, hearing or appeal, initiated by a Customer within such period of time after the mailing of a termination notice; however, the Company may terminate service during the pendency of any complaint, investigation, hearing or appeal, if the amount of charges accruing and outstanding subsequent to the initiation of any complaint, investigation, hearing or appeal exceeds on a monthly basis the average monthly bill for the previous three months or if the customer fails to keep current his telephone account for all undisputed charges or fails to comply with any amortization agreement.

2.6.3 Upon the Company's discontinuance of service to the Customer under this Section the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).

2.6.4 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6 Discontinuance of Service (Cont'd)**

2.6.5 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to Customer, without incurring any liability.

2.6.6 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

**2.7 Changes in Equipment and Services**

2.7.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to Customer's service order.

2.7.2 Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.7 Changes in Equipment and Services (Cont'd)**

2.7.3 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

**2.8 Prohibited Uses**

2.8.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.

2.8.2 Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.8.3 Customer may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.8.4 Customer shall not use or allow the use of Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.9 Assignment**

2.9.1 Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger or reorganization of Company.

2.9.2 Customer may, upon prior written consent of Company, assign its rights, privileges or obligations under this tariff to any subsidiary, parent company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of Company shall be null and void.

**2.10 License, Agency or Partnership**

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.11 Proprietary Information**

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

**2.12 Promotions**

Company reserves the right, from time to time, to provide promotional offerings. Company will notify Commission prior to effective date of promotions.

**2.13 Waiver of Nonrecurring Charges**

Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

**2.14 Deposits**

The Company will not require deposits from Customers.

**2.15 Advance Payments**

The Company will not require advance payments from Customers.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.16 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.4.2.3. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.16.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.16.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Wyoming Public Service Commission. The address of the Commission is:

Hansen Building, Suite 300  
5215 Warren Avenue  
Cheyenne, Wyoming 82002

**2.17 Taxes**

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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