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Brett P. Ferenchak  
brett.ferenchak@bingham.com  
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December 8, 2008

**By Overnight Mail**

Sharla Dillon, Docket Room Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**Re: Bandwidth.com CLEC, LLC - Initial CLEC and IXC Tariffs**

**Docket No. 07-00256 - NOTICE OF CONSUMMATION**

Dear Ms. Dillon:

On behalf of Bandwidth.com CLEC, LLC ("Bandwidth"), enclosed for filing with the Tennessee Regulatory Authority ("TRA") are an original and four (4) copies of the above-referenced initial tariffs. Also enclosed is a diskette with electronic copies of this letter and tariffs in PDF format. These tariffs are being filed pursuant to the TRA's Order in Docket No. 07-00256 and have an effective date of January 8, 2009, 30 days after filing.

In addition, Bandwidth notifies the TRA that the transfer of Computer Network Technology Corporation's ("CNT") authority to provide telecommunications service to Bandwidth, as approved in Docket No. 07-00256, was completed and, therefore, CNT no longer has such authority.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me at (202) 373-6697.

Respectfully submitted,



Brett P. Ferenchak

Counsel for Bandwidth.com CLEC, LLC

Boston  
Hartford  
Hong Kong  
London  
Los Angeles  
New York  
Orange County  
San Francisco  
Santa Monica  
Silicon Valley  
Tokyo  
Walnut Creek  
Washington

Bingham McCutchen LLP  
2020 K Street NW  
Washington, DC  
20006-1806

T 202.373.6000  
F 202.373.6001  
bingham.com

A/72774609.1

**Tariff Schedule Applicable to  
Resold and Facilities-Based  
Interexchange Services  
Furnished by  
Bandwidth.com CLEC, LLC  
Between Points Within the State of Tennessee**

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Issued: December 9, 2008

Effective Date: January 8, 2009

Kade Ross, Chief Operating Officer  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

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**CHECK SHEET**

The sheets 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 sheet.

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Authority. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>d</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Authority.

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**EXPLANATION OF SYMBOLS**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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CONTACT INFORMATION

BANDWIDTH.COM CLEC, LLC  
4001 WESTON PARKWAY  
CARY, NC 27513  
WWW.BANDWIDTH.COM

Phone: 1-800-808-5150  
Fax: 1-919-297-1101

Customer Contact -

For establishment of service, complaints, and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems.

Customer Service: 1-800-808-5150

Commission Contact -

For complaints and customer inquiries concerning rates.

Joe Campbell, Vice President of Operations  
Bandwidth.com, Inc.  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
Phone: (919) 297-1100  
Fax: (919) 297-1101  
joe@bandwidth.com

For matters concerning tariffs and regulatory affairs.

Kade Ross, Chief Operating Officer  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway, Suite 100  
Cary, NC 27513  
Phone: (919) 297-1100  
Fax: (919) 297-1101  
kross@bandwidth.com

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**DEFINITIONS**

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Company" or "refers to Bandwidth.com CLEC, LLC

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

"Hunting Service" refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.



**DEFINITIONS (Cont'd)**

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the DTC.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

"TRA" refers to the Tennessee Regulatory Authority.

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**SECTION 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Bandwidth.com that originate and terminate within the State of Tennessee. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.

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**SECTION 2. RULES AND REGULATIONS****2.1 Undertaking of the Company**

This tariff contains the regulations, rates and charges applicable to resold and facilities-based interexchange services provided by the Company to business/non-residential and residential customers in the State of Tennessee.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)****2.2.1 (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

**2.3 Liability of the Company**

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:
- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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

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

**2.3.1 (Cont'd.)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.3.3 Force Majeure**

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.



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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service (Cont'd)**

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
- 2.4.2.2.A The total costs of installing and removing such facilities; or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date"). Customer bills will include the Company's toll free number, an address to which complaints may be referred and the address and telephone number of the Department.

The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance

- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. Bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth.com in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

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**SECTION 2.            RULES AND REGULATIONS (Cont'd)****2.5     Payment for Service (Cont'd)**

- 2.5.4   The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's 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. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**SECTION 2.     RULES AND REGULATIONS (Cont'd)****2.6     Customer Deposits**

2.6.1     The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

2.6.1.1     A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.6.1.2     The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits (Cont'd)****2.6.1 (Cont'd.)**

- 2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

**2.6.2 Return of Deposit**

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

**2.6.3 Interest on Deposits**

Interest shall be paid on deposit at a rate as determined by the Authority. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.7 Customer Complaints and Billing Disputes**

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a claim describing the disputed amount. The complaint may be communicated to the Company by telephone, letter, facsimile, e-mail or in person. The Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.7.2 Any unresolved dispute may be directed to the Tennessee Regulatory Authority, Consumer Assistance Branch, 460 James Robertson Parkway, Nashville, TN 37243-0505. Customers may also contact the Authority by utilizing the online complaint form located on the Authority's website (<http://state.tn.us/tra/consumer.htm>). The company shall reply within ten (10) working days after receipt of complaint forwarded by the Authority.

## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.8 Allowance for Interruptions in Service**

- 2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.



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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Authority imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect or discontinue service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:

2.12.2.1A For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

2.12.2.2B For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

2.12.2.1.C For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) working days notice, in

2.12.2.1.D Non-compliance with Regulations. For violation of or non-compliance with Authority's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Authority.

2.12.2.1.E Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Authority.

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Kade Ross, Chief Operating Officer  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

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

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2. Disconnection of Service Requiring Notice (Cont'd)**

2.12.2.1.F Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.G Failure to meet the utility's deposit and credit requirements.

2.12.2.1.H Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.I Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the customer is a public utility under the Authority's jurisdiction, the company will concurrently serve a copy of the notice of discontinuance on the Authority.

## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### **2.13 Unlawful Use of Service**

- 2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
  - 2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge**

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

**2.18 Notices**

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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Kade Ross, Chief Operating Officer  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

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

**2.19 Minimum Call Completion Rate**

Customers can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 92% during peak use periods.

**2.20 County Wide Calling**

Any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and shall not be billed to any customer, subject to availability of necessary facilities.

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Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

**SECTION 3. DESCRIPTION OF SERVICES****3.1 Trial Services**

- 3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis subject to Authority tariff approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.2 Promotional Offerings**

- 3.2.1 The Company will provide notification to the Authority of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Authority.

**3.3 Individual Case Basis ("ICB") Offerings**

- 3.3.1 The tariff may not specify the price of a services in the tariff as "ICB". The Company may or may not have an equivalent service in it's the tariff on file with the Authority, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Authority. All customers have non-discriminatory access to requesting the service under an ICB rate.

**3.4 Customized Pricing Arrangements ("CPAs") Offerings**

- 3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Authority.



**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.6 Long Distance Service**

Bandwidth.com's long distance services are intraLATA and/or InterLATA interexchange telephone services that allow customers to originate and terminate calls at locations within the State of Tennessee. Bandwidth.com offers its long distance services only under either a volume commitment and/or a term commitment. In some cases Bandwidth.com's intrastate long distance services may be available only as add-ons to interstate long distance services provided by Bandwidth.com as provided in Bandwidth.com's interstate terms and conditions or as posted on the company's website at [www.bandwidth.com](http://www.bandwidth.com). Customers who subscribe to local service from Bandwidth.com, but do not subscribe to interLATA interexchange services from Bandwidth.com, may subscribe to intraLATA service from Bandwidth.com, priced in accordance with the rates and procedures used for intraLATA calls.

**SECTION 4. RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a long distance call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

<b>Rate Periods</b>	<b>From</b>	<b>To, but not Including</b>	<b>Days</b>
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Long Distance Service****4.2.1 Business Calling Plans**

	<u>Select Plan</u>	<u>Standard Plan</u>
IntraLATA Regional Toll	\$0.049 Per Minute	\$0.099 Per Minute
InterLATA Intrastate Toll	\$0.049 Per Minute	\$0.099 Per Minute
Minimum Usage	\$5.00 Per Month	\$0.00 Per Month

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Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Long Distance Service (Cont'd)****4.2.2 IntraLATA/InterLATA Intrastate Resale<sup>1</sup>**

Mileage Band	Rate Period Day	Rate Period Evening	Rate Period Night
	1 <sup>st</sup> Min/add'l. 1 Min	1 <sup>st</sup> Min/add'l. 1 Min	1 <sup>st</sup> Min/add'l. 1 Min
12+ To 16 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
16+ To 20 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
20+ To 25 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
25+ To 30 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
30+ To 40 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
40+ To 50 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
50+ To 70 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
70+ Miles	\$.1044/\$.0966	\$.0835/\$.0772	\$.0626/\$.0579

<sup>1</sup> Available via presubscription or as add-ons to interstate long distance as described in Section 3.5.

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Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

**SECTION 4. RATES AND CHARGES (Cont'd)**

**4.2 Long Distance Service (Cont'd)**

**4.2.3 Residential Service**

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Kade Ross, Chief Operating Officer  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

**SECTION 4. RATES AND CHARGES (Cont'd)**

**4.2 Long Distance Service (Cont'd)**

**4.2.4 Residential Service**

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Bandwidth.com CLEC, LLC  
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Cary, North Carolina 27513