

FLAMINGO SOLUTIONS, LLC

INTRASTATE
SPECIAL ACCESS/TRANSPORT

Issued Under Authority of PA 179 of 1991, as amended

Issued: April 7, 2014

Effective: April 8, 2014

Issued By: Donald Welch, Flamingo Solutions, LLC

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CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank and denoted as an original revision are effective as of <date>, the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated,

SECTION	PAGE	REVISION	EFFECTIVE DATE
Title Page	0	Original	
Table of Contents	1 through 4	Original	
Preface	5 through 6	Original	
Section 1	7	Original	
Section 2	8 through 37	Original	
Section 3	38	Original	
Section 4	39	Original	
Section 5	40	Original	
Section 6	41	Original	
Section 7	42	Original	
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Section 9	45 through 46	Original	
Section 10	47	Original	
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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- C To signify changed regulation
- D To signify discontinued rate or regulation
- I To signify increased rate
- N To signify new rate or
- R To signify reduced rate

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SECTION 1 - APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff contains terms applicable to the provision of intrastate Special Access/Transport provided to certain Carriers (Customers) within the state of Michigan by Flamingo Solutions, LLC, hereinafter referred to as the Company, (i) with which the Company has entered into an Agreement that addresses, among other matters compensation for special access/transport or use of the Company's facilities, or (ii) that orders such from Company in anticipation of entering into an Agreement with the Company.

To the extent that the terms of this tariff are inconsistent with the terms of any Agreement between the Company and any Customer, the terms of such Agreement shall govern (except as otherwise provided in such Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

- A. The Company does not undertake to transmit messages under this tariff.
- B. The Company shall be responsible for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- F. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 Limitations

A. Use and Restoration of Services

The use and restoration of services shall be in accordance with Policies and Procedures for Provisioning and Restoring certain Telecommunications Services in Emergencies as set forth in Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

B. Sequence of Provisioning

Subject to compliance with the rules mentioned in B, preceding, the Company facilities-based Special Access/Transport offered herein will be provided to Customers on a first-come, first-served basis.

The first-come first-served sequence shall be based upon the received date, by the Company, of accepted quotations for service provided by Company. Quotations will be provided to Customers in the order in which service inquiries are received from Customers and any required engineering analysis may be completed. Service inquiries must contain all the information as required for each respective service as delineated in other sections of this tariff. Service inquiries shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation provision, termination, maintenance repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Act or Omission

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Liability (Cont'd)

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any persons relating to such Customer's use of services to provided.

E. No License Granted

No License under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

2.1.5 Points of Termination

Points of Termination will be established between the Company and Customer on a case-by-case basis.

2.1.6 Points of Interconnection

Points of Interconnection will be those points where connections are made to the Company's network or facilities.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.7 Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

A. Trouble Reporting

1. Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

2. Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.7 Service Maintenance (Cont'd)

A. Trouble Reporting (Cont'd)

3. Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

4. Responsibility for Repair

Except as otherwise provided, the Company will take all necessary and appropriate measures to repair and maintain facilities provided by the Company. If the Company determines that a problem is with facilities or equipment of the Customer, the Customer may request the Company to continue its investigation. However, the Customer shall be responsible for the Company's costs and charges for such continued investigation.

SECTION 2 – GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 Changes and Substitutions

Except as provided for equipment and systems subject to the compatibility of the public switched telephone network and terminal equipment as set forth in FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria, or
- change of operating or maintenance characteristics of facilities.

In case of any such substitution, changes or rearrangement, the transmission parameters will be within the range set forth in applicable sections of the relevant Services Agreement between the Company and the Customer. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing.

Reasonable time will be allowed for a redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.9 Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.1.7, preceding or 2.3.1, 2.3.4, 2.3.5, or 2.4, following including any Customer's failure to make payments on the date and times therein specified, the Company may, on ten (10) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges, including termination charges, shall become due.

B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this tariff in any unlawful acts or manner.

In such instances where termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.9 Refusal and Discontinuance of Service (Cont'd)

C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or discontinue the provision of the services to the non-complying Customer without further notice.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.9 Refusal and Discontinuance of Service (Cont'd)

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.9.E., if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
- Using fraudulent means or devices, tricks, false credit devices, or electronic devices, whether directed at the Company or others, or
- Using any fraudulent means.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAING OF THE COMPANY (Cont'd)

2.1.10 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements, and
- routine preventative maintenance.

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, or national security demands.

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SECTION 2 – GENERAL REGULATIONS, CONT'D

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

- The use of the service of the Company in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for damages to the extent of such payment.

2.3.2 Ownership of Facilities

Company Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities, if controlled by the Customer, shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide

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Services under this tariff at non-Company locations where such services terminate. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.8 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.6 References to the Company

The Customer shall not represent to End Users or any others that the Company jointly participates in the Customer's services.

2.3.7 Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7 Indemnification of the Company (Cont'd)

A. By the Customer (Cont'd)

2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.

3. The Customer shall defend, indemnify and same harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

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SECTION 2 - GENERAL REGULATIONS, CON'TD

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

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2.3.9 Sales, Use and Other Taxes/Charges

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

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

If billing systems or other support is not available for a service, feature, surcharge, or other element at the time of service provision, the Company will bill for that service, feature, surcharge, or charge elements as soon as it is capable of doing so.

SECTION 2 - GENERAL REGULATIONS, CON'TD

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are two types of rates and charges that can apply to Special Access/Transport. These are monthly recurring rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in C. following.

A. Monthly Recurring Rates

Monthly recurring rates are flat rates that apply each month or fraction thereof that a specific rate element is provided. Monthly recurring rates may be subject to an annual inflationary adjustment. As the circumstances of each instance of Special Access/Transport are expected to vary materially, the monthly recurring rates charged will vary on an Individual Case Basis.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

B. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., “make ready” and installation of new services or rearrangements of installed services.

1. Installation of Service

The nonrecurring charges applicable to the installation of Special Access/Transport are applied on a per facility or other basis. In addition, certain nonrecurring charges may consist of “first” and “additional” charges. When charges are listed in this manner, the “first” charge applies to the first facility specified on the order, with the “additional” charge applied to each additional facility specified on the same order.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3. following.

The charge to the Customer for a service rearrangement is dependent on whether the charge is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes may be made without charge(s) to the Customer or with a modest administrative charge only. The charges applicable to all other rearrangements will be determined on an Individual Case Basis depending on the actual costs involved.

3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. Moves will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements may be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service. Charges applicable to a move will be determined on an Individual Case Basis depending on the actual costs involved.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

4. Engineering Charges

Engineering Charges may apply in connection with Special Access/Transport.

5. Other Nonrecurring Charges

Other nonrecurring charges may apply in connection with Special Access/Transport if expenses arise by imposition by third parties or governmental agencies in the course of permitting, make-ready or other preparations required to deliver the ordered service.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates and Charges; Billing Disputes

A. Billing and Collection of Charges, Late Payments

Each Service Agreement will specify the terms for billing, payment of invoices, and late payments.

B. Billing Disputes

Each Service Agreement will specify the processes for resolving billing disputes and other forms of default.

C. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

D. Rounding of Charges

All rates and charges will be rounded to the nearest penny (i.e., rounded to two decimal places).

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges for the full period are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any nonrecurring that may be due.

2.4.4 Credit Allowance for Service Interruptions, Limitations

Credit allowances for service interruptions will be specified by each Service Agreement.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.5 DEFINITIONS

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes the times of day that company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier or any type of telecommunications services provider.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term "Company" denotes Flamingo Solutions, LLC, a Michigan corporation, which is the issuer of this tariff.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.5 DEFINITIONS (Cont'd)

Company Facilities

The term "Company Facilities" denotes facilities (for example but not limited to, buildings, huts, handholes, rooms, racks, fiber, equipment, splice cases) that are owned by Company or for which Company has rights of use obtained from or represents on behalf of another party.

Company Network

The term "Company Network" denotes the optical fiber network that is owned by Company or for which Company has rights of use obtained from or represents on behalf of another party.

Company Services

The term "Company Services" denotes services the Company is contracted to provide to or for the Customer and which may be provided by the Company or by its contractors, affiliates or agents.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer in the provision of Special Access/Transport.

SECTION 2 - GENERAL REGULATIONS, CONT'D

2.5 DEFINITIONS (Cont'd)

End User

The term "End User" means any customer of Carrier that is not a carrier, except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes.

Immediately Available Fund in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of one-half of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

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SECTION 2 - GENERAL REGULATIONS, CONT'D

2.5 DEFINITIONS (Cont'd)

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging traffic.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.4 preceding.

Premises

The term "Premises" denotes a building, a portion of a building in a multitenant building or buildings on continuous property (except Railroad Right-of-Way, etc.).

Service Agreement

A Service Agreement refers to any legally binding agreement between the Company and the Customer for any other facility use rights or service provided by the Company to the Customer.

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SECTION 3 - RESERVED FOR FUTURE USE

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SECTION 5 - ORDERING

5.1 GENERAL

When inquiring about or ordering Special Access/Transport, the Customer must specify:

- desired Point(s) of Termination, either by building postal address or latitude/longitude;
- desired Point(s) of Interconnection, either by building postal address or latitude/longitude;
- desired data transport or interconnection speeds (if for Network Interconnection or Transport services).

Company may require other information and specifications from the Customer to determine feasibility, design and charges and rates for the requested service.

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SECTION 8 - NETWORK INTERCONNECTION

8.1 GENERAL

Special Access/Transport services will require points of network interconnection between the Company and Customer networks. The network interconnection available under this tariff consist of Physical Network Interconnection Arrangements between the Company's and Customer's networks.

8.2 PHYSICAL NETWORK INTECONNECTION ARRANGEMENTS

8.2.1 Obligations Of The Company And The Customer

The Company and the Customer are each individually responsible for installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other that are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 8.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements. The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

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SECTION 8 - NETWORK INTECONNECTION, CONT'D

8.2 PHYSICAL NETWORK INTECONNECTION ARRANGEMENTS (Cont'd)

8.2.2 Establishing Points of Interconnection

The Company shall designate Points of Interconnection (POI) on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

The Customer is responsible for providing its own facilities to route traffic to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

8.2.3 Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer.

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SECTION 9 - SPECIAL ACCESS/TRANSPORT SERVICES

9.1 GENERAL

The Special Access/Transport Services available under this tariff generally consist of data transport to and from end points the Customer wishes to serve and that are connected via the Company's network, and interconnection points between the Customer's and Company's respective networks. The Company serves to aggregate the traffic moving to and from the end points and transport the aggregated traffic to and from the interconnection points between the Company and Customer networks. The Company typically provides no services other than data transport between the defined points. The Customer's end points and points of network interconnection all are within the State of Michigan.

9.2 SPECIAL ACCESS/TRANSPORT SERVICE ARRANGEMENTS

9.2.1 Obligations Of The Company And The Customer

The Company and the Customer are each individually responsible for installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other that are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 9.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements. The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

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SECTION 9 - TRANSPORT SERVICES, CONT'D

9.2 TRANSPORT SERVICE ARRANGEMENTS (Cont'd)

9.2.2 Establishing Points of Interconnection

The Company shall designate Points of Interconnection (POI) on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

The Customer is responsible for providing its own facilities to route traffic to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

9.2.3 Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer.

SECTION 10 – RESERVED FOR FUTURE USE

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SECTION 12 – RATES

12.1 GENERAL

As the circumstances and costs to implement each instance of Special Access/Transport vary materially, the nonrecurring charges and monthly recurring rates charged will be established on an Individual Case Basis.

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