

Reply to the Cleveland Office:



Nadine J. Ezzie, Esq.
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December 9, 2013

Via Web Filing

Indiana Utility Regulatory Commission
PNC Center
101 West Washington Street, Suite 1500E
Indianapolis, IN 46204

Re: Broadvox-CLEC, LLC - Filing of Amendment to IN Access Tariff No. 3

Dear Sir or Madam:

Enclosed for filing please find the original of the above referenced tariff filing submitted on behalf of Broadvox-CLEC, LLC. The purpose of this filing is to amend the initial Access filing for the Company. The Company respectfully requests an effective date for this filing of January 9, 2014.

The following tariff pages are included with this filing:

2nd Revised Page No. 1
1st Revised Page No. 14
Original Page No. 14.1
1st Revised Page No. 18
1st Revised Page No. 25
1st Revised Page No. 29
1st Revised Page No. 33
1st Revised Page No. 35

Any questions you may have regarding this filing should be directed to my attention at 216-373-4809 or via email to nezzie@broadvox.com. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nadine Ezzie', with a large, sweeping flourish extending to the right.

Nadine Ezzie
Deputy General Counsel
Broadvox-CLEC, LLC

Enclosure

800.273.4320 216.373.4600 F: 216.373.4699 www.broadvox.com

Broadvox-CLEC, LLC
75 Erievue Plaza, Suite 400, Cleveland, OH 44114

I.U.R.C. Tariff No. 3
2nd Revised Page No. 1
Cancels 1st Revised Page No. 1

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		25	1 st Revised	*	51	Original
1	2 nd Revised	*	26	Original		52	Original
2	Original		27	Original		53	Original
3	Original		28	Original		54	Original
4	Original		29	1 st Revised	*	55	Original
5	Original		30	Original		56	Original
6	Original		31	Original		57	Original
7	Original		32	Original		58	Original
8	Original		33	1 st Revised	*	59	Original
9	Original		34	Original		60	Original
10	Original		35	1 st Revised	*	61	Original
11	Original		36	Original		62	Original
12	Original		37	Original		63	Original
13	Original		38	Original		64	Original
14	1 st Revised	*	39	Original		65	Original
14.1	Original	*	40	Original		66	Original
15	Original		41	Original		67	Original
16	Original		42	Original		68	1 st Revised
17	Original		43	Original		69	1 st Revised
18	1 st Revised	*	44	Original		70	Original
19	Original		45	Original		71	Original
20	Original		46	Original		72	Original
21	Original		47	Original		73	Original
22	Original		48	Original		74	Original
23	Original		49	Original		75	Original
24	Original		50	Original			

* - indicates those pages included with this filing

Issued: December 9, 2013

Issued by:
Kyle V. Bertrand
Vice President of Network Planning and Regulatory

Effective: January 9, 2014

Broadvox-CLEC, LLC
75 Erievue Plaza, Suite 400, Cleveland, OH 44114

I.U.R.C. Tariff No. 3
Original Page No. 14.1

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Terms and Conditions (Cont'd)

2.5.6 If any part or provision of this tariff is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this tariff. No waiver by either party to any provisions of this tariff shall be binding unless made in writing.

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I.U.R.C. Tariff No. 3
1st Revised Page No. 18
Cancels Original Page No. 18

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.8 Liability of the Customer

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors. (T)
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company, its parents, subsidiaries, and affiliated individuals and entities (the "Indemnified Parties") from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees (collectively "Claims"), for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any Claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any Claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges and shall indemnify, defend and hold harmless the Indemnified Parties against all Claims relating to such.

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I.U.R.C. Tariff No. 3
1st Revised Page No. 25
Cancels Original Page No. 25

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service (Continued)

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefore. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff.
- B. Customer shall pay any undisputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for undisputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth herein.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this tariff, including refusal to pay for services originating from or terminating to any End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later. This subsection A. shall not apply to Customers who have committed to a minimum term greater than thirty (30) days. (T)
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (T)

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of an applicable term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.
- B. In the event Customer fails to pay the termination liability charges set forth in subsection A. herein within thirty (30) days of invoice from the Company, said charges shall accrue interest at the rate set forth in Section 2.10.3(E).

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.15 Restoration of Service

2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.

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2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

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

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.18 Customer-Provided Equipment

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

2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense. Customer agrees to indemnify, defend and hold Company harmless from third party claims to the extent they arise from Customer's violation of this Section 2.18.3. (T)
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2.18.4 Upon suitable 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 under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, without further notice, terminate the existing service of the Customer.

2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required and no liability to Customer.