

FiberNet Monticello

REGULATIONS AND SCHEDULE OF INTERSTATE ACCESS CHARGES

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FiberNet Monticello
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Monticello, MN 55362

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of access services by FiberNet Monticello to Customers.

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

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – FiberNet Monticello

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS (Cont'd)

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

SECTION 1 - GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A) Service may be used for any lawful purpose by the Customer or by any End User.
- B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
 - 1. Service may be used for any lawful purpose by the Customer or by any End User.
 - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 - 3. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.7 following.
- 2.3.3 The Company reserves the right to assess a charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.3.4 Application of Late Payment Charge
- Late payment charges do not apply to final accounts.

SECTION 2 - RULES AND REGULATIONS

2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 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.

SECTION 2 - RULES AND REGULATIONS

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.9 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within 30 days of the bill date, the bill will be considered final.

SECTION 2 - RULES AND REGULATIONS

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

- A) At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- B) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B) Nonpayment for service for which a bill has not been rendered;
- C) Nonpayment for service which have not been rendered;
- D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination for Cause Other Than Nonpayment

A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

SECTION 2 - RULES AND REGULATIONS**2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.8.4 Termination for Cause Other Than Nonpayment (cont'd)****B) Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

C) Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

SECTION 2 - RULES AND REGULATIONS**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements 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 facilities.

2.9.6 Network Contingency Coordination

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 service.

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth herein will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- A) For nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the applicable Tariff rate per element.
- B) For usage sensitive chargeable rate elements, multiply the percent interstate use times actual use (measure or Company assumed average use) times the stated rate.

SECTION 2 - RULES AND REGULATIONS

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

SECTION 2 - RULES AND REGULATIONS

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an interstate service, by Tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 - RULES AND REGULATIONS**2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.10.3 Regulations (cont'd)**

- D) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- G) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

SECTION 2 - RULES AND REGULATIONS

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (cont'd)

- H) Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

SECTION 2 - RULES AND REGULATIONS

2.12 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate and terminate calls from/to an End User's premises to/from a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.2 through 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

SECTION 3 - SWITCHED ACCESS SERVICE

3.2 RATE CATEGORIES (Cont'd)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

.1 Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

.2 Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide 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's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routine may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

SECTION 3 - SWITCHED ACCESS SERVICE

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

.1 Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

.2 On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

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SECTION 4 - SPECIAL ACCESS SERVICE

4.1 GENERAL

Special Access Service provides a dedicated transmission path to connect a Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premise and a WATS Serving Office. The Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be Customer designated premise for purpose of this Tariff. Special Access includes all exchange access not utilizing the Company's switching equipment. Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

The connections provided by Special Access Service can be either analog or digital. An analog connection is differentiated by spectrum and bandwidth. A digital connection is differentiated by bit rate.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

SECTION 4 - SPECIAL ACCESS SERVICE

4.2 DESCRIPTION

4.2.1 Voice Grade Service

RESERVED FOR FUTURE USE

SECTION 4 - SPECIAL ACCESS SERVICE

4.2 DESCRIPTION (Cont'd)

4.2.2 Digital Data Service

RESERVED FOR FUTURE USE

SECTION 4 - SPECIAL ACCESS SERVICE

4.3 SERVICE CONFIGURATIONS

There are two types of service configurations over which Special Access Services are provided-

A. Two-Point Service

Two-Point Service connects two Customer designated premise's directly or through a hub where multiplexing functions are performed, or a Customer designated premise and a WATS Serving Office.

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

B. Multi-Point Service

Multi-Point Service connects three or more Customer designated premise's through one or more Company hubs. Only certain types of Special Access Service are provided as Multi-Point Service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e. bridging locations) on a Multi-Point Service is a mid-link. There is no limitation on the number of mid-links available with a Multi-Point Service. However, when more than three mid-links in a tandem are provided the quality of the overall service may be degraded.

SECTION 4 - SPECIAL ACCESS SERVICE

4.3 SERVICE CONFIGURATIONS (Cont'd)

B. Multi-Point Service_ (Cont'd)

Multi-Point Service utilizing a customized technical specifications package will be provided when technically possible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

When ordering, the Customer will specify the desired bridging hub(s).

- Channel Terminations (one per Customer designated premise)
- Channel Mileage (as applicable between the serving wire center for each Customer designated premise and the hub and between hubs)
- Bridging
- Additional Optional Features and Functions (when applicable).

4.4 ALTERNATE USE

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the stated Tariff rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and Optional Features and Functions (if any)].

SECTION 4 - SPECIAL ACCESS SERVICE

4.5 DESIGN LAYOUT REPORT

At the request of the Customer, the Company will provide to the Customer the make-up of the facilities and services provided under this Tariff as Special Access Service to aid the Customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

4.6 ACCEPTANCE TESTING

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

A. Voice Grade Service

For Voice Grade Service (analog) the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, C-message noise when these parameters are applicable and specified in the order of service. Additionally, for a balance (improved loss) test will be made if the Customer has ordered the Improved Loss Optional Feature.

B. Digital Service

For Digital Services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

In addition to the above tests, additional cooperative acceptance testing for Voice Grade Service to test other parameters is available at the Customer's request. All test results will be made available to the Customer upon request.

4.7 ORDERING OPTION AND CONDITIONS

Special Access Service is ordered under the Access Order provisions set forth in this Tariff. Also included are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges applicable to Special Access Service.

4.8.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination
- Channel Mileage
- Optional Features and Functions

A) Channel Termination

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premise and the serving wire center of that premise. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in paragraph (C) following. One Channel Termination charge applies per Customer designated premise at which the channel is terminated. This charge will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.1 Rate Categories (Cont'd)

B) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two (2) Customer designated premise's, between a serving wire center associated with a Customer designated premise and a Company hub or between two (2) Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

1. Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s).

2. Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premise and Company hub where the channel is terminated. If the Channel Mileage is between bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premise and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premise and the WATS Serving Office. When the Channel Mileage Facility is zero (0) (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.1 Rate Categories (Cont'd)

C) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.2 Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and non-recurring charges. The rates and charges are described as follows:

A) Monthly Rates

Monthly rates are recurring rates that apply each month.

B) Non-recurring Charges

Non-recurring charges are one time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.2 Types of Rates and Charges (cont'd)

B) Non-recurring Charges (cont'd)

1. Installation of Service

Non-recurring charges apply to each service installed. The non-recurring charges for the installation of service are set for each channel type as a non-recurring charge for the Channel Termination.

2. Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate non-recurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge will apply per order.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.2 Types of Rates and Charges (cont'd)

B) Non-recurring Charges (cont'd)

3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service.

Changes in the type of service or channel termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.2 Types of Rates and Charges (cont'd)

B) Non-recurring Charges (cont'd)

4. Administrative Changes

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

- Change of Customer name;
- Change of Customer or Customer's end user premise address when the change of address is not a result of physical relocation of equipment;
- Change in billing data (name, address, or contact name or telephone number);
- Change of agency authorization;
- Change of Customer circuit identification;
- Change of billing account number;
- Change of Customer test line number;
- Change of Customer or Customer's end user contact name or telephone number; and
- Change of jurisdiction.

All other service rearrangements will be charged as follows:

- If the change involves the addition of other Customer designated premise to an existing service, the non-recurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) being added. The charge(s) will be in addition to an Access Order Charge.

4.8.3 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer's premise; or
- The Customer's premise

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.3 Moves (cont'd)

A) Moves within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the non-recurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge.

B) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated non-recurring charges will apply. New minimum period requirements will be established for the new services. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4.8.4 Minimum Periods

The minimum service period for services is one month, with exception, and the full monthly rate will apply to the first month.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.5 Mileage Measurement

Special Access will be billed to Customers under two options. The first option is where the Company will provision and provide a special access circuit from end to end and will bill all mileage at Company's Access Charge rates. The second option is where the Company will only provision the portion of the special access circuit that uses Company facilities. In this case, the Customer would be required to obtain the other portion of special access circuit from the other Company (ies) needed to provision the required services. The applicable mileage option will be the Company's discretion for each special access circuit ordered.

Option I: Company provided and provisioned special access circuit from end to end:

The mileage used to determine the monthly Channel Mileage Facility rate is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premise's,
- a serving wire center associated with a Customer designated premise and a hub,
- two hubs
- or between the serving wire center associated with a Customer designated premise and a WATS Serving Office.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.5 Mileage Measurement

The serving wire center associated with a Customer designated premise is the serving wire center from which this Customer designated premise would normally obtain dial tone. Mileage Charges are shown with each channel type. To determine Mileage Charges airline mileage will be determined in accordance with Section 2.13.

When hubs are involved, mileage is computed and rates applied separately for each section, i.e.,

- Customer designated premise serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premise serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premise.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.6 Mixed Use Services

Mixed use refers to a rate application applicable only when the Customer orders high capacity special access facilities between a Customer designated premise and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as Special and Switched Access Services. If the Customer has Switched Access Service between a Customer designated premise and an end office that is multiplexed at a Company hub and subsequently orders the derived channels as Special and Switched Access Service, rates and charges will apply as if the service were ordered as mixed use.

Except as noted above, the high capacity facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexing Arrangement). The non-recurring charge that applies when the mixed use facility is installed will be the non-recurring charge associated with the appropriate special access high capacity channel termination. Rating as special access will continue until such time as the Customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) non-recurring charges will not apply to the individual channels of the mixed use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, high capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the Customer designated premise. The rates and charges that will apply to the portion from the hub to the Customer designated premise will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, etc.). The applicable rates and charges will include a channel termination and channel mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

SECTION 4 - SPECIAL ACCESS SERVICE

4.8 RATE REGULATIONS (Cont'd)

4.8.6 Mixed Use Services (cont'd)

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.). Switched Access Service rates and charges will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of voice grade channels that can be derived.

The Customer must place an order for each individual Switched or Special Access Service utilizing the mixed use facilities and specify the channel assignment for each such service.

4.8.7 Individual Case Basis Arrangements

Certain services set forth in Special Access Service, Section 4. are provided on an Individual Case Basis.

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SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE**5.1 GENERAL**

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this Tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Interstate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTERSTATE CHARGES

Interstate rates apply only to that portion of Carrier Common Line Service provided for interstate usage. Jurisdictional reporting is required as described in this Tariff.

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

6.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. Tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 6 - SPECIAL ARRANGEMENTS

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. The following information will be included in the summary:

- LATA and type of switch
- Service description
- Rates and charges
- Quantity
- Length of the agreement.

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SECTION 7-PRESUBSCRIPTION SERVICE

7.1 General

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing intrastate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

7.2 Provisions

A) Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

B) Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the non-recurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1) or more toll providers.

SECTION 7-PRESUBSCRIPTION SERVICE**7.2 Provisions (Cont'd)****B) Dispute Application for Presubscription (cont'd)**

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

C) Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;
- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

SECTION 7-PRESUBSCRIPTION SERVICE**7.2 Provisions (Cont'd)****D) Verification of Orders for Long Distance Telemarketing**

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

1. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:
 - The billed party's billing name and address and each telephone number to be covered by the change order;
 - The billed party's decision to change primary toll providers; and
 - The billed party's understanding of the change fee; or
2. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or
3. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number).

SECTION 8 - RATES AND CHARGES

8. RATES AND CHARGES8.1 Common Line Access ServiceCarrier Common Line Access Service

- Terminating Per Access Minute, MRC	\$ 0.000000
- Originating Per Access Minute, MRC	\$ 0.000000

8.2 Entrance Facility, Local Transport

High Capacity DS1

Installation, NRC	\$ 330.00
Per Termination	\$ 174.57
Direct Trunked Facility, per Mile	\$ 11.95
Direct Trunked Facility, per Termination	\$ 62.05

High Capacity DS3

Installation, NRC	\$ 445.00
Per Termination	\$ 1593.89
Direct Trunked Facility, per Mile	\$ 104.18
Direct Trunked Facility, per Termination	\$ 389.47

Voice Grade	ICB
OC3 or higher	ICB

8.3 Local Transport

DS1 Line Port Charge	
Per DS1 1.544 Mbps channel service	\$ 23.51
ISDN PRI Line Port Charge	
Per arrangement	\$ 23.51
800 Database Access Service, per Query	
Basic	\$ 0.0054
Vertical Feature	\$ 0.0060
Signaling Network Access Link	
Mileage Facility per Mile	\$ 3.41
Mileage Termination per Termination	\$ 34.18
Entrance Facility per Facility, MRC	\$ 65.47
Entrance Facility per Facility, NRC	\$ 390.00
STP Port, per Port	\$ 325.67

SECTION 8 – RATES AND CHARGES, (Cont'd)

8. RATES AND CHARGES, (Cont'd)8.3 Local Transport (cont'd)

Customer Premises Port, per Port	
DS3 44.736 Mbps, NRC	\$ 640.00
DS3 44.736 Mbps, MRC	\$ 148.23
DS1 1.544 Mbps, NRC	\$ 640.00
DS1 1.544 Mbps, MRC	\$ 38.00
Tandem Switched Transport	
Tandem Switched Facility	
Per access minute, per mile	\$ 0.000203
Tandem Switched Termination	
Per access minute, per termination	\$ 0.001055

8.4 Local Switching

Local Switching,	
Per Access Minute, MRC	\$ 0.013218
Information Surcharge	
Per Access Minute, MRC	\$ 0.0321

8.5 Other Services

Access Order Charge	
Switched Access - Per Order	\$ 76.00
Service Date Change Charge	
Service Date Change Charge will	
apply, on a per order per occurrence	
basis, for each service date changed.	
The Access Order Charge as specified	
preceding does not apply.	
Per Order	\$ 60.00

SECTION 8 – RATES AND CHARGES, (Cont'd)

8. RATES AND CHARGES, (Cont'd)

8.5 Other Services, (cont'd)

Additional Engineering

Additional Engineering
Periods

First Half
Hour or
Fraction
Thereof

Basic Time per engineer
normally scheduled
working hours

\$ 31.03

Overtime per engineer
outside of normally
scheduled working hours

\$ 46.55

Rate

Specialized Service or Arrangements

ICB

Specialized Service or Arrangements are provided on an individual case basis.

SECTION 8 – RATES AND CHARGES, (Cont'd)

8. RATES AND CHARGES, (Cont'd)8.5 Other Services, (cont'd)

Presubscribed Interexchange Carrier (PIC) Change Charge

Per line or trunk, submitted electronically	\$ 1.25
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Per line or trunk, submitted manually	\$ 5.50
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Per line or trunk, submitted electronically when both the interLATA and intraLATA PIC selections are changed simultaneously	\$ 0.63
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Per line or trunk, submitted manually when both the interLATA and intraLATA PIC selections are changed simultaneously	\$ 2.75
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Billing Name and Address Service

Per BNA Order	\$ 50.94
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Per BNA Record	\$ 0.33
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Format Programming Charge per each half hour or fraction thereof	\$ 37.20
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8.6 Special Access

RESERVED FOR FUTURE USE