

ACCESS SERVICES

RATES, RULES, AND REGULATIONS GOVERNING
THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO INTERSTATE COMMUNICATION FACILITIES

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515 S. Flower Street 47th Floor
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ACCESS SERVICES

CHECK SHEET

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ACCESS SERVICES

Issuing Carriers

U.S. TelePacific Corp.

U.S. TelePacific Corp. (Nevada)

Concurring Carriers

Arrival Communications, Inc.

Mpower Communications Corp.

(N)

|
|
|
|

(N)

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ACCESS SERVICES

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

(N)

- | | |
|-----|--|
| (C) | To signify changed listing, rule, or condition which may affect rates or charges. |
| (D) | To signify discontinued material, including listing, rate, rule or condition. |
| (I) | Change resulting in an increase to a Customer's bill. |
| (M) | To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rules or condition. |
| (N) | To signify new materials including listings, rate, rule or condition. |
| (R) | Change resulting in a reduction to a Customer's bill. |
| (S) | To signify reissued material. |
| (T) | Change in text or regulation but no change in rate or charge. |
| (Z) | To signify a correction |

(N)

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ACCESS SERVICES

DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Access Minutes: Usage of the interstate or foreign Access Service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage ends at the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable. (T)

Access Services: The Company's services offered pursuant to the Tariff that provides a communications path for the duration of a telephone call, regardless of the technology used in transmission. This includes, but is not limited to, Internet Protocol, packet-based, or similar services. (T)

Advance Payment: Part or all of a payment required before the start of service. (T)

Authorized User: A Customer or any other person authorized by the Customer to use service provided under this Tariff. (T)

Company or Telephone Company: U.S. TelePacific Corp., the issuer of this Tariff. (T)

Company End User: An End User that subscribes to a telecommunications service provided by the Company. (T)

Customer: When capitalized, the person, firm, or corporation which orders service (or who otherwise utilizes the company's switched access services for originating or terminating traffic) and is therefore responsible for the payment of charges and compliance with the Company's regulations. Customer may include an End User, Company End User or a carrier. (N)

Customer Premise: The premises specified by the Customer for termination of Access Service. When the Customer is an interexchange carrier, the Customer Premise is typically the interexchange carrier's Point of Presence. (T)

End Office: The term "End Office" denotes a local telephone company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks, or the location of the digital access and cross connect system in a cellular telephone network. Such systems may include remote switching modules and remote switching systems served by a host office in a different wire center. (N)

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DEFINITIONS (Cont'd)

$$\begin{array}{c} \text{(T)} \\ | \\ | \\ | \\ | \\ | \\ \text{(T)} \end{array}$$

Joint User: A person, firm, or corporation which is designated by the Customer as an authorized user of the service furnished to the Customer and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified herein.

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ACCESS SERVICES

DEFINITIONS (Cont'd)

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

LEC: A local exchange company located in the area served by the Company, which may include the Company or another person engaged in the provision of telephone exchange services or exchange access. (T)

Local Number Portability (LNP): Local Number Portability provides the ability to retain, at the same location, a customer's existing telephone number when changing service providers. (T)

Recurring Charges: The monthly charges to the Customer for the services billed pursuant to this tariff.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the Tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from the Customer, the Service Commencement Date will be the first date on which the service or facility is used by the Customer.

Service Order: A written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company may request the Customer to submit a Service Order. All rates, terms, and conditions of this tariff shall apply to a Customer's use of the Company's service, notwithstanding the absence of a Service Order.

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ACCESS SERVICES

1. GENERAL

All services or commitments undertaken by the Company, and provided through the use of facilities and/or services acquired from another carrier, are subject to any limitations set out in applicable tariffs filed by the other carriers or in carrier-to-carrier agreements, and such limitations are hereby incorporated by reference.

1.1 Undertaking of the Company

1.1.1 Scope

This service consists of the furnishing of interstate carrier communications services pursuant to this general Tariff offering of service to the general public. Interstate carrier communications provided pursuant to this Tariff are subject to the general regulations stated in this Section. Contractual arrangements which relate to services which are subject to this Tariff will be filed under Section 2.7 of this Tariff.

1.1.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability of the Company

The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in Section 1.6. The extension of such allowances shall be the sole remedy of the Customer, End User, Authorized User, or Joint User, and the sole liability of the Company.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one of more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company, End Users, Authorized Users, or Joint Users of facilities or equipment used for or with the services the Company offers.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability of the Company (Cont'd)

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, End User, Authorized User, or Joint User, or due to the failure or malfunction of equipment or facilities provided by such persons.

The Company shall not be liable for the claims of vendors supplying equipment to Customers, End Users, Authorized Users, or Joint Users which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's or any such person's equipment.

The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability of the Company (Cont'd)

The Company is not liable for any defacement of or damage to the premises of the Customer, End User, Authorized User, or Joint User resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer, End User, Authorized User, or Joint User or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability of the Company (Cont'd)

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

In no event should the Company be liable for special, consequential, indirect, exemplary, or punitive damages, including without limitation, lost profits, irrespective of whether the alleged liability arises out of the Company's active or passive negligence, breach of contract, willful misconduct, or other act or failure to act.

In the event any provision of this section 1.1.3 is held to be unlawful or otherwise unenforceable, such provision shall be severed and all remaining provisions of this section 1.1.3 shall continue to remain in full force and effect.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.4 Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including, without limitation, Authorized Users, Joint Users, Customer's, End Users, or other patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customer, Authorized Users, Customer's End Users or other Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

1.1.5 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.5 Testing, Maintenance, and Adjusting (Cont'd)

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

1.1.6 Non-Routine Installation

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

1.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in any of the facilities and associated equipment provided by the Company hereunder.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.8 Rights-of-Way

Any and all costs associates with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.1.9 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.10 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

1.1.11 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonable withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.12 Network Management

The Company will undertake commercially-reasonable efforts to administer its network to provide acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable 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 traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth in Section 1.6, following.

The Company may use any available technology, equipment, and facilities to provide the services described in this Tariff, and may alter, relocate, or replace such technology, equipment, and facilities at its discretion without notice to Customers, except when any such action requires modification of the facilities used by Customers to interconnect with the Company. The Company may, in its sole discretion, provide services under this Tariff using its own facilities, using facilities owned by other entities, including the telecommunications carriers, by resale of services purchased from other entities, or any combination of the foregoing. Any references in this Tariff to the Company's facilities, Company's network, or the like, include such third-party facilities and resold services as the case may be.

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(N)

1.1.13 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service providers facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any reasonable actions deemed by the Company to be necessary to meet the data parameters.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.14 Routine Testing

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

1.1.15 Determination of the Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard Company engineering methods.

1.1.16 Trunk Group Measurement Reports

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

1.1.17 Mixed Interstate and Intrastate Switched Access Services

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in section 2.8.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.2 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, Joint User, or Authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.3 Obligations of the Customer

1.3.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this Tariff.

The Customer is responsible for any damage to or loss of the Company facilities or equipment caused by the acts or omissions of Customer, Authorized User, or Joint User with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of services offered under this Tariff. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to the Company. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.1 Customer Responsibilities (Cont'd)

Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining pursuant to Section 1.1.8, above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 1.6 will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.2 Service Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of such event. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

1.4 Customer Equipment and Channels

1.4.1 General

A Customer may transmit or receive information or signals via the services provided by the Company.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.4 Customer Equipment and Channels (Cont'd)

1.4.2 Station Equipment

Customer provided terminal equipment on the premises of the Customer, Authorized User, or Joint User, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, Authorized User, or Joint User.

The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities and those of any underlying provider on whom the Company relies. 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

1.4.3 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff and subject to any limits in the tariffs of an underlying provider.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.4 Customer Equipment and Channels (Cont'd)

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services under this Tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

1.4.5 Inspections

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, authorized agent, or joint user is complying with the requirements set forth in Sections 1.4.2, 1.4.3 and 1.4.4 for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided equipment and facilities to Company owned facilities and equipment.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.4 Customer Equipment and Channels (Cont'd)

1.4.5 Inspections (Cont'd)

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action (including suspension of service) as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

1.5 Payment Arrangements

1.5.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and service furnished to the Customer or to Authorized Users or Joint Users.

1.5.2 Taxes and Other Surcharges

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

ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.3 Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service under this Tariff, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

1.5.4 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or Authorized Users or Joint Users for services and facilities furnished to the Customer by the Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use, or on the first day on which the service or facility was used by the Customer. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.4 Billing and Collection of Charges (Cont'd)

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received or available by the payment date times a late payment factor. The late payment factor shall be 1.5% per month, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes payment to the Company.

Customer agrees to review each invoice promptly and to notify Company of any discrepancies within 45 days of receipt of invoice.

In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.

1.5.5 RESERVED FOR FUTURE USE

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.6 Deposits

(A) To protect itself from the risk of non-payment, the Telephone Company may require a customer to provide a cash deposit in those instances where there is a proven history of late payments or the customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Telephone Company) was not paid by the due date. Disputed billed amounts for the sake of this section must be disputed via the process outlined in Section 2.10.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.6 Deposits (Cont'd)

(B) Amount of Deposit

In the event that a customer has a history of late payments or has not demonstrated established credit, the Telephone Company may require the customer to pay a two month deposit based on the total charges billed and rendered by the Telephone Company for the most recent two months of service. In the event the customer has not received two months of service from the Telephone Company, the two-month deposit will be based on charges estimated by the Telephone Company for the initial two month period.

(C) Notice

The Telephone Company will provide the customer written notice by Overnight Delivery as described in Section 2.11 if a deposit is required under this section. The customer must pay the two-month deposit within 15 business days following the date the written notice is sent to the customer. Such notice period will begin the day after the notice is sent. If the customer fails to pay the deposit by the due date, as described above, the Telephone Company may send the customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Telephone Company may take any or all of the actions specified in Section 1.5.7.

(D) Interest

- (1) Simple interest at a rate set forth in Section 1.5.4, preceding will accrue on cash deposits. Simple interest will be applied for the number of days from the date the Customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company.
- (2) The cash deposit will be returned, with any accrued, uncredited interest within 15 business days of when a Customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in Section 1.5.4.
- (3) When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded.

(S) Reissued material previously appearing on Original Page 27.

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1. GENERAL (Cont'd)

1.5.7 Discontinuance of Service

$$\begin{array}{c} (\mathbf{M})^* \\ | \\ | \\ | \\ | \\ | \\ | \\ \hline (\mathbf{M}) \end{array}$$

If all or any significant portion of the facilities or associated equipment used to provide services to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

If facilities or associated equipment used to provide services to Customer and obtained by Company from another service provider are made unavailable by that underlying provider, Company shall be entitled to terminate service to Customer without liability.

If all or any significant portion of the facilities or associated equipment used to provide the services to the Customer shall, in the Company's judgement, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and Company shall be entitled to elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such casualty is caused by the willful misconduct or negligence of the Customer or by Customers noncompliance with its obligations under this Tariff, then such repairs will be at Customers expense.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

*Material now appearing on this page previously appeared on Original Page 27.

ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.7 Discontinuance of Service (Cont'd)

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

1.5.8. Fractional Charges

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.5 Payment Arrangements (Cont'd)

1.5.9 Cancellation of Service - Special Arrangements

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Where the Company incurs any expense in connection with special arrangement, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, and 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 the Customer. The charge will be calculated and applied on a case-by-case basis as follows.

1.5.9.1 The period on which the termination liability is based is the estimated service life of the facilities provided.

1.5.9.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for: (T)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include: (T)
 - 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.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.6 Allowances for Interruption in Service

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A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.

An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.6 Allowances for Interruption in Service (Cont'd)

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In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruption continues.

For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of: a) the monthly rates, b) the assumed minutes of use charge, or c) the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (1 2 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.6 Allowances for Interruption in Service (Cont'd)

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No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

Interruptions of service during any period when the Customer, Authorized User, or Joint User has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

Interruptions of service due to circumstances beyond the control of the Company.

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ACCESS SERVICES

1. GENERAL (Cont'd)

1.7 Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this Tariff.

From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customers ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of charges billed to it.

1.8 Meet Point Billing

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carriers (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own Tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

The Telephone Company requires that all Interstate Switched Access Traffic be delivered via Feature Group D trunk arrangements. The terms of this tariff, however, apply to traffic delivered over all other arrangements, including Local Interconnection trunks.

1.9 Ordering Access Service

Customers may be required to provide written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. However, a Customer's failure to provide or execute any document pursuant to this section shall not affect the Customer's obligations under any provision of this Tariff.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS

2.1 General

2.1.1 Description

Switched Access Service provides a two-point communications path between a Customer's Premises and an End User's premises for the duration of a call. It provides for the ability to originate calls from an End User's premises to a Customer Premises and to terminate calls from a Customer's Premises to an End User's premises. Switched Access Service is provided regardless of the technology used in transmission. This includes, but is not limited to, Internet Protocol, packet-based, or similar services.

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Interstate access service is provided at End Office switches whether routed directly or via tandem switches. For Interstate access service with SS7 signaling option, the CCSA signaling connection is provided to Company designated STPs.

Interstate access service is provided as trunk side switching through the use of End Office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when the SS7 signaling option is specified.

Interstate access service switching may be provided, at the Customer's option, with multifrequency address signaling or common channel signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by an End User using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Local Transport provided. With common channel signaling, up to 12 digits of the called party number dialed by an End User using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's designated premises via a Common Channel Signaling Access (CCSA) circuit.

The Company's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.1 General (Cont'd)

2.1.1 Description (Cont'd)

When used in the terminating direction, Interstate access service switching may be used to access valid NXXs in the LATA, time or weather announcement services of the Company, community information services of an information service provider, and other services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an End Office, only those valid NXX codes served by that End Office may be accessed. When routed through an access tandem, only those valid NXX codes served by End Offices subtending the access tandem may be accessed. Additionally, non-access charges will also be billed for calls from an Interstate access service trunk to another customers service in accordance with that Customer's applicable service rates when the Company performs the billing function for that Customer. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), service codes (61 1 and 911 where available) and 1OXXX access codes.

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The Company will establish a port or ports for the Customer at End Office switches or access tandem switches where Interstate access service switching is provided. When required by technical limitations, a separate port will be established for each type of Interstate access service switching arrangement provided. Different types of Interstate access service arrangements maybe combined on a single port at the option of the Company.

No charge applies to End Users for calls to the Interstate access service 1OXXX access code.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.1 General (Cont'd)

2.1.2 Switched Access Service Options

The Company provides two service options. Direct Access switched access service is provided to those Customers whose traffic is carried on Company facilities. Tandem Access switched access service is provided to those Customers who originate and terminate their switched traffic to or from another carrier via an access tandem.

Direct Access: This option applies when the Customer is connected by dedicated facilities to a Company End Office. The dedicated facilities may be self-provisioned by the Customer, or obtained from a third-party carrier at its own expense. To the extent that the Company is able to provide dedicated facilities between Customer's premises and an End Office, such arrangements would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 2.7 of this tariff.

Tandem Connect Access: This option applies when the Customer has no direct facilities to the End Office. Traffic is routed to and from the Company's End Office via a third-party tandem provider selected by Customer. Delivery of calls to, or acceptance of calls from End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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2.1.3 Testing Capabilities

Where equipment is available, Interstate access service in the terminating direction is provided with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.1 General (Cont'd)

2.2 RESERVED FOR FUTURE USE

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(M) Material formerly shown on this page now appears on 3rd Revised Page 55.2

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.3 End User Access Service (Cont'd)

The Company will provide End User Access Service to End Users who obtain local exchange service from the Company. The Company may offer communications services under contracts that are not governed by the terms and conditions of this Tariff. Provisions of this Section 2.3 are not applicable to End Users that have entered into such a contract with the Company.

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2.3.1 General Description

End User Access provides for the use of an End User Common Line (EUCL) to originate or terminate interstate long distance calls. A monthly recurring charge applies to each local access line provided by the Company pursuant to this Tariff. This charge does not apply to End Users who self-provide their Access Line or obtain it from a third-party, nor does it apply to End Users who enter into a separate contractual arrangement with the Company. The End User Access service is a separate and distinct service from Switched Access services provided pursuant to this Tariff.

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2.3.2 Limitations

A telephone number, detail billing, directory listings and intercept arrangements are not included with End User Access.

2.3.3 Undertaking of the Telephone Company

The Company will provide End User Access at rates and charges as set forth herein as follows:

- Use of an EUCL for interstate Access Services provided under this tariff. Such use will be provided when the End User obtains local exchange service.
- The Company will be responsible for contacts and arrangements with customers for the billing of End User access charges.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

(N)

2.3 End User Access Service (Cont'd)

2.3.4 Obligations of the End User

When the End User is a Radio Common Carrier (RCC) or provider of paging service, such End Users shall designate whether the local exchange service they are provided by the Company is used as an access line for RCC or paging services, or as an administrative line.

When the End User is provided with a local exchange service which is not identified as Business or Centrex Service, it shall provide the Company any requested information for the Company to determine the appropriate charges.

2.3.5 Payment Arrangements and Credit AllowancesMinimum Period

The minimum period for which EUCL End User Access is provided to an End User and for which charges are applicable is the same as that in the local exchange tariff for the associated local exchange service.

Cancellation of Orders

End User Access is cancelled when the order for the associated local telephone service is cancelled. No cancellation charges apply.

(N)

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.3 End User Access Service (Cont'd)

2.3.5 Payment Arrangements and Credit AllowancesChanges to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Access credit allowance for interruptions will be provided as set forth in the local exchange tariff for the associated local exchange service.

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2.3.6 Rate Regulations

EUCL per month charges will be billed to the End User (herein referred to as the End User) of the associated local exchange service or a Local Service Provider that resells services of the Company.

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The EUCL Multiline-Business rate will be assessed when a Payphone Service Provider obtains an exchange service line for the purposes of offering pay telephone service.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.3 End User Access Service (Cont'd)

2.3.6 Rate Regulations (Cont'd)

Business Service

(A) Single Line Service

When an end user is provided a single local business exchange service in a state by the same company and when the local business exchange service is provided under the local exchange tariffs, the EUCL Single Line Business line or trunk rate applies to each such business individual line or trunk.

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(B) Multiline Business Service

When an end user is provided more than one local business exchange service in a state by the same company, pay telephone and Centrex services included, and when the local exchange service is provided under the local exchange tariffs, the EUCL Multiline Business line or trunk rate applies to each such Multiline Business individual line or trunk.

(T)

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.3 End User Access Service (Cont'd)

2.3.6 Rate Regulations (Cont'd)

Business Service (Cont'd)

(C) Supertrunk, DID-only Supertrunk and Voice Only PRI Service

When an end user is provided Supertrunk, DID-only Supertrunk or Voice Only PRI Service the rates set forth in the Rates and Charges section will apply.

(D) Integrated Line and Data, Integrated Trunk and Data or Flex T-1 Bundle Service

When an end user is provided Integrated Line and Data, Integrated Trunk and Data or Flex T-1 Bundle Service, the rates set forth in the Rates and Charges section will apply.

(E) Exclusions

For each local exchange service used only as a path for the transmission of Radio Common Carrier (RCC) traffic between the Company serving wire center and the RCC's radio equipment, End User Access Charges do not apply. End User Access Charges will apply to the Radio Common Carrier's local exchange service used for administrative purposes.

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.4 RESERVED FOR FUTURE USE

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.4 Automatic Number Identification

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ANI provides the automatic transmission of a 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 is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group routed directly between an End Office and a Company designated premises, or, where technically feasible, with all individual transmission paths in a trunk group between an End Office and an access tandem. The ANI feature is available by Customer request at no charge.

The ten digit ANI number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number (TN). The ten digit ANI number will be transmitted on all calls except those identified as ANI failure, in which case only the NPA will be transmitted, in addition to the information digit.

The information digits identify: (1) TN is the station billing number - no special treatment required, (2) ANI failure has occurred in the End Office switch which prevents identification of calling TN - must be obtained by operator or in some other fashion, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc., call which requires special screening or handling by the Customer, and (5) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI TN is the listed telephone number of the Customer and is not the TN of the calling party.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.4 Automatic Number Identification (ANI) (Cont'd)

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Additional ANI information digits are available as requested by the Customer to identify various classes of line restriction, including (1) interLATA restricted - TN is identified line, (2) interLATA restricted - hotel/motel line, and (3) interLATA restricted - coinless, hospital, inmate, etc. line.

2.5 Chargeable Optional Features

800 Database Access Service is provided to all Customers in conjunction with switched access service. When a 1+800+NXX-XXXX type call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access. In addition to the basic carrier identification function, 800 Database Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. The POTS Translation vertical feature provides the option of having the ten-digit POTS number (i.e., NPA-NXX-XXXX) delivered instead of the 8XX dialed number (i.e., 8XX-NXX-XXXX) delivered to the service provider. If the POTS Translation feature is requested through the Responsible Organization, the service provider will be unable to determine that such calls originated as 1+8XX-NXX-XXXX dialed calls unless the service provider also orders, through the Company, the Automatic Number Identification (ANI) optional feature as described in Section 2.4.1. ANI information digit twenty-four (24) indicates that the call originated as an 8XX dialed call and is delivered when the ANI optional feature is ordered. A POTS Translation Charge as described in Section 5.3 is assessed to the service provider for each 8XX call delivered.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.5 Chargeable Optional Features (Cont'd)

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originate from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows Customers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows Customers to route to different carriers based on factors similar to those in (3).

2.6 Measurement of Access Minutes

Customer traffic to End Offices will be measured (recorded or assumed) by the company at End Office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

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Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office and are then rounded up to the nearest access minute for each End Office.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.6 Measurement of Access Minutes (Cont'd)

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For originating calls the measured minutes are the chargeable access minutes.

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With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgement wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

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(M) Material shown on this page formerly appeared on Original Page 44.

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.6 Measurement of Access Minutes (Cont'd)

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's End Office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls the chargeable access minutes are either measured or derived.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating End User's End Office, indicating the terminating End User has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

2.7 Individual Case Base (ICB) Arrangements

The Company may develop a bid in which the regulations, if applicable, rates and charges for the offering under the provisions of this Tariff are developed based on the circumstances in each case. ICB arrangements will be summarized in this section of the Tariff.

2.8 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network (including call records provided by a third-party tandem provider when calls are delivered to the Company via a third-party tandem), and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state as the state where the called station is located will be classified as intrastate.

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Where the Telephone Company has sufficient call detail it will compare the telephone number (NPA-NXX) of the originating caller with telephone number (NPA-NXX) of the recipient to determine the jurisdiction of the call.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.8 Jurisdictional Reports (Cont'd)

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use (PIU) factor. The PIU factor, which should be represented as a whole number, is determined by taking the Customer's total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the first of January, April, July, and October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis for a quarter, and will be in effect until the end of the quarter. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use a PIU set forth below until Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

In the absence of a Customer-provided PIU factor, the following percentages will be used:

| | |
|--------------|------|
| 800 traffic: | 50% |
| 900 traffic: | 50% |
| 700 traffic: | 50% |
| all other: | 50%. |

The Company reserves the right to verify the PIU factors on the Customer's jurisdictional reports by examination of the underlying data including call detail records. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company. The Customer will maintain records of call detail from which the jurisdictional determination is made for a minimum of 24 months.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.9 Network Blocking

The Customer will be notified by the Company to increase its capacity when excessive trunk group blocking occurs on groups carrying the Company's traffic. Excessive trunk group blocking occurs when the blocking thresholds as described herein are exceeded. If the order for sufficient additional capacity to handle the customer's traffic has not been received by the Company within 15 days of the notification, the Company will bill the customer, at the rate set forth in the Rates and Charges section for each overflow in excess of the chargeable threshold.

| <u>Trunk Group Size</u> | <u>Allowable Overflows Per Trunk Per Month</u> |
|-------------------------|--|
| 1-2 | 18 |
| 3-4 | 19 |
| 5-6 | 13 |
| 7-40 | 10 |
| 41-139 | 9 |
| 140-500 | 8 |
| 501+ | 7 |

ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.10 Disputed Charges

- 2.10.1 Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days of the mailing of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.10.2 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written, documented claim for the disputed amount. The Customer will submit sufficient detail and all documentation as may reasonably be required to support the claim or as requested by the Telephone Company. A failure to comply with Company requests for information regarding a dispute is grounds for denial of the dispute. All claims must be submitted to the Company within ninety (90) days of mailing date of the bill for the disputed services.
- 2.10.3 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 1.5.4.
- 2.10.5 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 1.5.4.
- 2.10.6 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.
- 2.10.7 At no point may the Customer offset disputed amounts from previous bills that it has already paid by withholding payment of undisputed amounts on a current bill.
- 2.10.8 Recovery of Collection Charges
- If the Company incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any undisputed charges owed the Company by a Customer, the Customer will be liable to The Company for the payment of all such fees and expenses incurred.

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ACCESS SERVICES

2. ACCESS SERVICES DESCRIPTIONS (Cont'd)

2.11 Notices

2.11.1 Notices by the Company

All notices required or permitted to be given under this tariff shall be in writing by national overnight courier service that provides evidence of delivery.

2.11.2 Notices to the Company

All notices under this tariff or ICB contracts must be in writing and sent via an overnight courier that provides evidence of delivery to the following address:

U.S. TelePacific Corp.
515 S. Flower Street, 47th Floor
Los Angeles, CA 90071

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ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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3. RESERVED FOR FUTURE USE

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Reserved for Future Use

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ACCESS SERVICES

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ACCESS SERVICES

4. MISCELLANEOUS SERVICES

4.1 Maintenance of Service and Additional Labor Charges

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4.1.1 Maintenance of Service Charge

When a customer reports trouble to the Company for clearance, the customer shall be responsible for the payment of a Maintenance of Service Charge when Company personnel are dispatched to the customer's location and no trouble is found in the Company's facilities. If at a later time the trouble is determined to have been in the Company's facilities, no charge will apply.

A customer will be responsible for payment of a Maintenance of Service Charge when the Company dispatches personnel to the customer's location and the trouble is in equipment of communications systems provided by other than the Company or in detariffed customer premises equipment provided by the Company.

The Maintenance of Service Charge time period will begin when Company personnel arrives at the customer's premises and will end when the work is complete. Charges are billed in one half hour increments with a one hour minimum. The Maintenance of Service Charge is found in the Rates and Charges section of this tariff.

No credit allowance for interruption will be applicable for the interruption involved in any of the above circumstances, unless trouble is found in the Company's facilities.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.1 Maintenance of Service and Additional Labor Charges (Cont'd)

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4.1.2 Additional Labor Charges

When a customer requests Company personnel to perform work activities not covered by any other section of this tariff or which involve detariffed or deregulated services or equipment and the Company agrees to undertake such work activities, an Additional Labor Charge will apply. The Company will notify the customer that the Additional Labor Charge will apply before any such work activities are undertaken.

The Additional Labor Charge time period will begin when Company personnel are dispatched to the customer's premises and will end when the work is complete. Charges are billed in one half hour increments with a one half hour minimum. The Additional Labor Charges are specified in the Rates and Charges section of this tariff.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.2 Administrative Service Fee

The Administrative Service Fee helps recover costs incurred by the Company for reporting on, billing, collecting, processing and remitting charges including federal and state public program surcharges.

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A surcharge will be applied to an end user customer's bill for the following services that appear on that particular bill:

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1. All billed Intrastate and interstate monthly recurring charges (MRCs);
2. All billed usage charges including local, intraLATA toll, intrastate and interstate long distance, international and Directory Assistance calls; and
3. All billed End User Common Line (EUCL).

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The minimum fee assessed will be \$30 per month per account. Invoices greater than \$1,000 will be charged 3% of billed MRCs, Usage, Directory Assistance calls and EUCL charges.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.3 RESERVED FOR FUTURE USE

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5. BILLING NAME AND ADDRESS SERVICE

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Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis only. On a manual basis information will be provided by voice telecommunications, fax, e-mail or regular U.S. postal mail, as appropriate.

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BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charges to a calling card that is resident in the Company's data base. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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5. BILLING NAME AND ADDRESS SERVICE (Cont'd)

5.1 Undertaking of the Company

- 5.1.1 A request for information on telephone numbers should be mailed or faxed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days, unless other arrangements are mutually agreed to between the Company and the Customer.
- 5.1.2 The Company will specify the format in which requests are to be submitted.
- 5.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- 5.1.4 The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- 5.1.5 The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

ACCESS SERVICES

5. BILLING NAME AND ADDRESS SERVICE (Cont'd)

5.2 Obligations of the Customer

5.2.1 With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

5.2.2 The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.

5.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, data bases or market data, records, filed and data bases or other systems it assembles through the use of the BNA Service.

5.2.4 When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below. Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

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5. BILLING NAME AND ADDRESS SERVICE (Cont'd)

5.3 Rate Regulations

- 5.3.1 Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- 5.3.2 A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.
- 5.3.3 When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.
- 5.3.4 Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.
- 5.3.5 Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.
- 5.3.6 The percentages provided in the reports as set forth in 5.2.4 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e. requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

$$\begin{array}{c} \text{(N)} \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ | \\ \text{(N)} \end{array}$$

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6. DESCRIPTION AND APPLICATION OF RATES AND CHARGES

6.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis if used, (2) on a per call blocked basis beyond the blocking threshold for Network Blocking, (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rates and Charges section. (T)
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6.2 Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that a chargeable optional feature or basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

6.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of nonrecurring charges are as follows:

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6. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (Cont'd)

6.3 Nonrecurring Charges (Cont'd)

6.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

The Access Order Charge does not apply:

- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

6.3.2 Installation of Service - Direct Access

Nonrecurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

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7. RATES AND CHARGES

7.1 Switched Access – California and Nevada

7.1.1 Access Direct Connect Option

A. Switched Access --- at&t California (Pacific Bell) Serving Area

| | |
|-----------------------------------|--------|
| Switched Access Per Minute Of Use | .00875 |
|-----------------------------------|--------|

| | |
|------------------------|--------|
| 800 DB Query Per Query | .00479 |
|------------------------|--------|

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ACCESS SERVICES

7. RATES AND CHARGES

7.1 Switched Access – California and Nevada (cont'd) (C)

B. Switched Access---Verizon California Serving Area (C)

Rate

Switched Access per Minute of Use .00418 (R)

Database Query Per Query .00867 (I)

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7. RATES AND CHARGES (Cont'd)

7.1 Switched Access – California and Nevada (cont'd)

C. Switched Access---Embarq - Nevada Serving Area (T)

Rate

Switched Access Per Minute of Use .007543

800 Database Query Per Query .012072

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7. RATES AND CHARGES (Cont'd)

7.1 Switched Access – California and Nevada (cont'd)

7.1.1 Access Direct Connect Option

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A. Direct Access

Customers who choose Direct Access directly connect with the Company's switches(s). The Customer is responsible for providing its own facility(s) to the Company's switches(s) and will be charged a monthly recurring Switch Port charges. The Switch Port is only furnished on a DS1 basis.

B. Switch Port Charge

DS1 Port, per port, per month \$225.00

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7. RATES AND CHARGES (Cont'd)

7.1 RESERVED FOR FUTURE USE

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| | | |
|-----|----------------------------|-----|
| 7. | RATES AND CHARGES (Cont'd) | (D) |
| 7.2 | RESERVED FOR FUTURE USE. | |
| | | |
| | | |
| | | (D) |

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7. RATES AND CHARGES (Cont'd)

7.3 RESERVED FOR FUTURE USE

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ACCESS SERVICES

7. RATES AND CHARGES (Cont'd)

7.4 End User Access Service (EUCL) (T)

7.4.1 End User Access Service in Nevada

| (A) | Single Line Business EUCL Individual line or trunk, each | <u>Rate</u> \$4.80 | (T) |
|-----|--|-----------------------|-----|
| (B) | Multiline Business EUCL Individual line, station or trunk, each | \$4.80 | |
| (C) | Voice Over PRI Per channel; first 8 channels only | \$4.80 | |
| (D) | SuperTrunk or LD SuperTrunk Per channel | \$4.80 | |
| (E) | DID only SuperTrunk | \$0.00 | |
| (F) | Flex T-1 PRI, Per voice channel (excludes D channel) | \$4.80 | |
| (G) | Flex T-1 Bundle Per voice channel | \$4.80 | |

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7. RATES AND CHARGES (Cont'd)

7.4 End User Line Charge (EUCL) (Cont'd) (T)

7.4.2 End User Access Service In California (T)

The EUCL in California is applied based on the ILEC serving area in which service is provided.

A. EUCL – at&t California Serving Area

| | <u>Rate</u> |
|---|-------------|
| Single Line Business, each line | \$4.63 |
| Multi-line Business, each line | \$4.63 |
| SuperTrunk, each channel (24 channels) | \$4.63 |
| DID Only SuperTrunk or DID Only | |
| Analog Trunk | \$0.00 |
| Voice Only PRI, each channel | |
| (maximum 5 channels) | \$4.63 |
| Integrated Voice/Data Bundle, | |
| each voice line or trunk | \$4.63 |
| Flex T-1 Bundle, | |
| each voice line or trunk | \$4.63 |
| Flex T-1 PRI, | |
| each voice channel (excludes D channel) | \$4.63 |
| * Analog Centrex, each Line | \$4.63 |
| * DID Only Analog Trunk, each channel | \$4.63 |
| * Digital Centrex, each line | \$4.41 |
| * Digital Trunk, each channel | \$4.63 |
| * Fractional Digital Trunks, each channel | \$4.63 |
| * Voice/Data PRI Trunk, per trunk | \$23.15 |
| * Voice/Data BRI, each service | \$4.41 |

* Former ATG Customer Services - Service is limited to customers of record as of July 25, 2002.

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7. RATES AND CHARGES (Cont'd)

7.4 End User Line Charge (EUCL) (Cont'd) (T)

7.4.2 End User Access Service In California (Cont'd) (T)

The EUCL in California is applied based on the ILEC serving area in which service is provided.

B. EUCL - Verizon California Serving Area

| | <u>Rate</u> |
|--|-------------|
| Single Line Business, each line | \$7.50 |
| Multi-line Business, each line | \$7.50 |
| SuperTrunk, per channel (24 channels) | \$7.50 |
| DID Only SuperTrunk or DID Only | |
| Analog Trunk, each | \$0.00 |
| Voice Only PRI, | |
| per channel, 5 channels | \$7.50 |
| Integrated Voice and Data Bundle, | |
| each voice line or trunk | \$7.50 |
| Flex T-1 Bundle, | |
| each voice line or trunk | \$7.50 |
| Flex T-1 PRI, | |
| each voice channel (excludes D channel) | \$7.50 |
| * Analog Centrex, each line | \$7.50 |
| * DID Only Analog Trunk, each channel | \$7.50 |
| * Fractional Digital Trunk, each channel | \$7.50 |
| * Voice/Data PRI Trunk, per trunk | \$37.50 |

* Former ATG Customer Services - Service is limited to customers of record as of July 25, 2003.

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ACCESS SERVICES

7. RATES AND CHARGES (Cont'd)

7.5 Maintenance of Service and Additional Labor Charges*

- | | | |
|----|--|------------|
| 1. | Basic Time, during normal scheduled working hours, per technician, per half hour or fraction thereof | \$75.00 * |
| 2. | Overtime, outside normally scheduled working hours, on a scheduled workday, per technician, per half hour or fraction thereof | \$100.00 * |
| 3. | Premium Time, outside of scheduled workday, per technician, per half hour or fraction thereof | \$150.00 * |
| 4. | Rescheduled Charge- If the due date has been rescheduled by the Customer one or more times and the rescheduling request is within six business days of the due date the Customer will be assessed this charge. | \$250.00 |
| 5. | Re-dispatch Charge - This charge will apply, per order, to each dispatch where the customer is not available or when the customer refuses to allow the technician access to the customer's premises for the purpose of installing facilities or any other labor required at the Customer's premises. | \$250.00 |

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* A one hour minimum applies to the Maintenance of Service Charge.

(L) Indicates material has been relocated from 6th revised Page 65.

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