

REGULATIONS, RULES AND SCHEDULE OF INTERSTATE CHARGES
FOR SWITCHED ACCESS AND DIRECT NONSWITCHED ACCESS

OF CYNNEGYS.COMM.NET, INC. D/B/A UTMI.NET
AND ITS CONCURRING CARRIERS

ORIGINAL TARIFF EFFECTIVE MARCH 30, 2010.

ACCESS SERVICE

CHECK SHEET

The Title Page and Pages 1-86 inclusive of this tariff are effective as of the date originally shown. Original and revised pages as named below comprise all changes from the original tariff in effect on the date indicated.

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ACCESS SERVICE

CONCURRING CARRIERS

None

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access service within the United States by CynnergyComm.Net, Inc. This tariff also contains regulations, rates and charges applicable to the provision of carrier common line, end user access and other miscellaneous services, including local number portability service:

EXPLANATION OF SYMBOLS

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

ACCESS SERVICE

A. DEFINITIONS

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form IOXXX, and the seven digit code has the form 950-XxXx or IOIXXXX.

Access Service: Switched or Special Access to the local exchange network for the purpose of enabling a carrier to originate or terminate communications. Except for end-user federal access services, "Access" service does not include service to a person who is not a provider.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and Customers' premises that are served by such Access Tandem.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Service.

Bit: The smallest unit of information in the binary system of notation.

Business Service: A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: CynnergyComm.Net, Inc., the issuer of this tariff, and its concurring companies.

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800,822, 833,844, 855,866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to service provided by an Exchange Carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Order from the Customer and commitment by the Company of a Service Date.

ACCESS SERVICE

A. **DEFINITIONS** (Cont'd)

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in interstate or foreign communication for hire by wire or radio, between two or more exchanges.

ISDN-BRI: ISDN-BRI is a facilities-based Company service which provides a single, digital, one-way inbound, one-way outbound or two-way inbound-outbound local access circuit between two lines (wire pair) with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.

ISDN-BRI consists of up to two B Channels and one D Channel of 64 kbps each. The bearer, or B, channels are used to access Company services supported over the BRI. The D channels are used to carry signaling and control information for the associated B channels.

ISDN-PRI: ISDN-PRI is a facilities based Company service which provides a single, digital, one-way inbound, one-way outbound or two-way inbound-outbound local access circuit with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.

ISDN-PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access Company services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits per second.

LATA: A local access and transport area means the local access and transport area defined in Section 3(25) of the Communications Act of 1934, as amended.

Line Information Data Base (LIDB): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Service divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Company involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Network: The Company's owned, leased and resale telecommunications facilities located in the continental United States.

Network Services: The Company's telecommunications Access Service offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Off-Net: A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

ACCESS SERVICE

A. **DEFINITIONS** (Cont'd)

On-Hook: The idle condition of Switched Access or a telephone exchange service line.

On-Net: A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) it wishes to access, without an Access Code, for completing interLATA, interstate calls. This IXC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residential Service: A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Service Commencement Date: For Special Access Service and Switched Access Service, the first day following the 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 this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Switched Transport Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Access Service executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Order by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an Access Order by the Customer and acceptance thereof 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.

Service(s): The Company's telecommunications Access Service offered on the Company's Network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

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

ACCESS SERVICE

B. REGULATIONS

1. Undertaking of the Company

1.1 Scope:

Access Service consists of furnishing access service in connection with one-way and/or two way information transmission between points within the United States under the terms of this tariff.

1.2 Shortage of Equipment or Facilities

1.2.1 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 lack of facilities or due to some other cause beyond the Company's control.

1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required, at the sole discretion of the Company.

1.3 Terms and Conditions

1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

1.3.4 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.3.5 below.

1.3.5 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1.3.6 A Customer shall not: (i) use any service mark or trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (ii) refer to the Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of the Customer or of a third party on behalf of or with the authorization of the Customer, without the written approval of the Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of the Company; (ii) all good will resulting therefrom vests solely in the Company; and, (iii) it will neither have nor make any claim in or to such mark(s).

1.4 Liability of the Company

1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section B.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

1. Undertaking of the Company (Cont'd)

1.4 Liability of the Company (Cont'd)

- 1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section B-6, the Company's liability, if any, shall be limited as provided herein.
- 1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing services to restore service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for interconnection with Access Service; or (b) for the acts or omissions of other Common Carriers or warehousemen.
- 1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, 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, condition, location or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 1.4.7 The Company shall not be liable for any defacement of or damage to the Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 1.4.8 Notwithstanding the Customer's obligations as set forth in Section B.3.1 below, the Company shall be indemnified, defended, and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and,
 - patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others;
 - all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 1.4.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff, including:
- claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications;
 - patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User or another Interexchange Carrier; or
 - all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

1.4 Liability of the Company (Cont'd)

- 1.4.10 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 1.4.11 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 1.4.12 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 1.4.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations.
- 1.4.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon 10 days written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 1.4.15 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein, unless it is due to the gross negligence of the Company.
- 1.4.16 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carriers, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

1.5 Notification of Service Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

1.6 Provision of Equipment and Facilities:

- 1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it
- 1.6.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission;
 - (b) the reception of signals by Customer provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment
- 1.6.7 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- 1.6.8 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

1.7 Non-routine Installation

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

1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of the services;

ACCESS SERVICE

B. REGULATIONS (Cont'd)

1.8 Special Construction (Cont'd)

- (c) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (e) where installation is to be on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

Special construction charges for Special and Switched Access Service will be determined as described in Section F.1 following.

1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2. Prohibited Uses

- 2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, and decisions.
- 2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

3. Obligations of the Customer

3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omission of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment used to provide Access Service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 3.1(c) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

3. **Obligations of the Customer** (Cont'd)

3.1 (Cont'd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section B.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (9) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

3.2 **Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

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

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

Obligations of the Customer (Cont'd)

3.3 **Jurisdictional Reporting**

3.3.1 **Percent Interstate Usage (PIU)**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, the Customer must provide the Company with a report of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide the Company with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth in 3.3.1.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

3.3.1.1 Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the results to the Company (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

3.3.1.1.1 If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be the same as specified in the Access Order, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PIU on a monthly basis. If a Customer has never provided the Company a Quarterly PIU Report and has never provided a PIU factor in a Access Order, the Company will set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

3. **Obligations of the Customer** (Cont'd)

3.3 **Jurisdictional Reporting** (Cont'd)

3.3.1 **Percent Interstate Usage (PIU)** (Cont'd):

3.3.1.2 **Originating Access**

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). Originating access minutes will be measured as follows, based on type of access:

- 3.3.1.2.1 For Feature Group D Switched Access Service(s), as defined in Section D.2.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
- 3.3.1.2.2 For Feature Group D with 950 Access, as defined in Section D.4.2(A)(4), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- 3.3.1.2.3 For 500,700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

3.3.1.3 **Terminating Access**

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.3.1.

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

3. **Obligations of the Customer** (Cont'd)

3.3 **Jurisdictional Reporting** (Cont'd)

3.3.2 **Percent Local Usage (PLU)**: The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, the Customer must provide the Company with a report of its Projected Percent Local Usage (PLU). In addition, the Customer must provide the Company with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by the Company to apportion the Customer's use and/or charges between exchange and intrastate service. If the Customer fails to provide the required PLU report, the PLU factor will be determined as set forth in 3.3.2.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

3.3.2.1 Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the results to the Company (Quarterly PLU Report). The Quarterly PLU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.

3.3.2.1.1 If the Customer does not provide the Company a Quarterly PLU Report, the Company will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PLU Report or the Customer is a new customer, the Company will assume the PLU factor to be the same as specified in the Access Order, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PLU on a monthly basis based on call detail. If a Customer has never provided the Company a Quarterly PLU Report and has never provided a PLU factor in an Access Order, the Company will set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

3. Obligations of the Customer (Cont'd)

3.3 Jurisdictional Reporting (Cont'd)

3.3.3 Jurisdictional Reports Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor within 30 days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will provide the data used to determine the certified interstate percentage within 30 days of the Company's request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

3.3.3.1 The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company and/or the Customer may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit

3.3.4 Determination of Jurisdiction of Mixed Use Special Access Service

When an Access Order is submitted for interstate and intrastate Special Access Service, the Customer will provide the Company with an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service.

- (a) If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.
- (b) If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

4. Customer Equipment and Channels

4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

4.2 Station Equipment

4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section B.6 following is not applicable.

4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.3 Interconnection of Facilities

4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Service and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

4.3.2 Access 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 carriers which are applicable to such connections.

4.4 Inspections

4.4.1 Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 4.2.2 above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements

- 5.1 **Payment for Service:** The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.
- 5.1.1 **Taxes:** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Service. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- 5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.
- 5.1.3 If billing systems or other support is not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.
- 5.1.4 Service-related credit amounts due the Customer that are related to, or based on, service usage will be applied before the application of taxes; and service-related credit amounts due the Customer that are not related to, or based on, service usage will be applied after the application of taxes.
- 5.1.5 If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.
- In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. All bills for services provided to or on behalf of the Customer by the Company are due in immediately available funds.

- 5.2.1 Non-Recurring Charges are payable when the service for which they are specified has been performed. Recurring Charges which are not dependant on usage will be billed in advance of the month in which service is to be provided. The Company shall bill Non-Recurring Charges and Recurring charges monthly to the Customer.

¹ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may in its sole discretion elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd)

5.2 Billing and Collection of Charges (Cont'd)

5.2.2 All charges are due and payable within 30 days after the invoice date.

5.2.2.1 If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday), the payment due date shall be as follows:

5.2.2.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following that day; and,

5.2.2.1.2 If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day following such Saturday or Holiday.

5.2.3 When service does not begin on the first day of a calendar month, or end on the last day of a calendar month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on a thirty-day month.

5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

5.2.5 Amounts not paid within 30 days after the date of invoice will be considered past due and subject to the following late payment provisions.

5.2.5.1 Late Payment Charges: If (i) no payment is received by the Company from the Customer, (ii) a partial payment of the amount due is received by the Company after the payment due date and/or (iii) payment is received by the Company in funds that are not immediately available to the Company, a late payment charge shall be applied. The late payment charge will be an amount equal to the lesser of the following:

5.2.5.1.1 The highest interest rate which may be levied by law for commercial transactions, compounded daily for each day from the payment due date through and including the date the Customer makes payment to the Company; or,

5.2.5.1.2 .05 percent (0.0005) of the amount due compounded daily, for each day from the payment due date through and including the date the Customer makes payment to the Company. Calculation by this method yields an 18 percent annual-percentage rate.

Interest shall not be assessed on any previously assessed late payment charges.

5.2.6 If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 30 days after the date of the invoice and make such payments in cash or the equivalent of cash.

5.2.7 If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within two years from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the Customer.

5.2.8 If a service is disconnected by the Company in accordance with Section 5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

5. **Payment Arrangements** (Cont'd)

5.2 **Billing and Collection of Charges** (Cont'd)

5.2.9 **Billing Disputes**: If the customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

5.2.9.1 Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;

The type of usage (i.e., originating or terminating);

The Company end office where the minutes of use originated or terminated (if applicable);

The number of minutes in dispute;

The billing account number(s) (BANs) assigned by the Company;

The dollar amount in dispute;

The date of the bill(s) in question;

Circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (C FA) on a DSI. Line number, trunk number and Two Six Code (TSC) should also be provided;

Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,

Any other information necessary to facilitate dispute resolution.

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date-established by this section.

5.2.9.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd)

5.2 Billing and Collection of Charges (Cont'd)

5.2.9 Billing Disputes (Cont'd):

5.2.9.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts: Any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth in Section 5.2.5 preceding. The Company will resolve the dispute and assess interest credits or late payment charges to the Customer as follows:

5.2.9.3.1 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 credits or late payment charges will apply to the disputed amounts.

5.2.9.3.2 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 5.2.5.

5.2.9.3.3 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount plus interest at a rate of .05 percent (0.0005), compounded daily from the date of payment to the resolution date.

5.2.9.3.4 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.

5.2.10 The Company reserves the right to backbill for a period of up to twenty-four (24) months for an amount equal to the accrued and unpaid charges for use of the Company's service actually used by Customer for which the Company did not previously bill the Customer. The backbill shall not include interest.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd.)

5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB.

The Company must notify the Customer of: 1) the meet point billing option that will be used; 2) the telephone company(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

5.3.1 The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.

5.3.2 In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

5.3.3 Separate bills will be rendered by the Exchange Carriers for FGD access service.

5.3.4 Rating and Billing of Service: Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
 - 1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

5.4 Advance Payments

For Special Access Service, the Company may in its sole discretion require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's estimated usage charges for the service or facility to be provided. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the Special Construction and Recurring Charges (if any) for a period to be set by agreement between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd)

5.4 Advance Payments (Cont'd)

The advance payment is due 10 business days following the date the Company confirms acceptance of the order, or on the application date, whichever is later. If the advance payment is not received by such payment date, the order may be cancelled. When the Customer cancels an Access Order, the order will be withdrawn. Any advance payment made will not be credited or refunded.

5.5 Deposits

5.5.1 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required in the Company's sole discretion at any time to provide the Company with a security deposit. The deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three months' actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions. In addition, the company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at a rate of 6 percent annually will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's sole discretion, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

5.5.2 In the Company's sole discretion, a deposit may be required in addition to an Advance Payment.

5.5.3 The charges set forth in this tariff for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

5.6 Refusal and Discontinuance of Service

5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer as specified in Section 5.6.10.1 discontinue or suspend service without incurring any liability.

5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair. The Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

5.6.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

5.6.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd)

5.6 Refusal and Discontinuance of Service (Cont'd)

- 5.6.7 If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, the Company will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.
- 5.6.8 Upon the Company's discontinuance of service to the Customer under Section 5.6.1 or 5.6.2 above, the Company, in addition to all other remedies that may be available to the Company 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 term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- 5.6.9 When access service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effective discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- 5.6.10 In its sole discretion, the Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
- 5.6.10.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 5.6.10.1. if:
- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer states that it will not comply with a request of the Company for Advance Payment in accordance with Section 5.4 above or for security for the payment for service(s) in accordance with Section 5.5.1 above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
 - (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

ACCESS SERVICE

B. REGULATIONS (Cont'd)

5. Payment Arrangements (Cont'd)

5.6 Refusal and Discontinuance of Service (Cont'd)

- (f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or

5.6.10.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

5.6.10.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 5.5.1 above; or

5.6.10.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

5.7 Cancellation of Application for Service

- 5.7.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as specified in this Section and Section C.2.5.
- 5.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 5.7.3 The special charges described in 5.7.1 and 5.7.2 will be calculated and applied on an Individual Case Basis.

6. Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff, by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 6.1 for the part of the service that the interruption affects.

6.1 Credit for Interruptions

- 6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption- period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

ACCESS SERVICE

B. **REGULATIONS** (Cont'd)

6. **Allowances for Interruptions in Service** (Cont'd)

- 6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 6.1.3 Except as otherwise provided for herein, for Special Access Service, a credit allowance will be given for interruptions of 30 minutes or more. For flat rated Access Service, the Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.
- The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.
- The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.
- 6.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the End Office Switching facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

6.2 **Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

ACCESS SERVICE

B. REGULATIONS (Cont'd)

6. Allowances for Interruptions in Service (Cont'd)

6.2 Limitations on Allowances (Cont'd)

- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

6.2.1 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

7. Cancellation of Service

- 7.1 If a Customer cancels service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 6.1 above), the Customer agrees to pay to the Company the following sums, which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section B.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

The terms and conditions specified in Section C.2.5 will apply for cancellation of an Access Order.

8. Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the company.

9. Notices and Communications

- 9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ACCESS SERVICE

B. REGULATIONS (Cont'd)

10. Billing Name and Address

Billing Name and Address (BNA) provides a record of the billing name and address of an end user who has an Automatic Number Identification (ANI) recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunication services) for telecommunication services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal billing relationship with the customers.

BNA is provided for the purpose of permitting the Customer to bill its telecommunications services to its end users and may not be resold or used for any other purposes, 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.

10.1 Undertaking of the Company:

- (a) All requests for information must be by facsimile or other agreed method.
- (b) The Company will specify the format in which requests are to be submitted.
- (c) BNA will be provided for the ANI furnished by the customer to the extent a billing name and address exists in the Company's records. BNA will not be provided for those end users who have requested that their BNA not be disclosed for collect and billed third-party calls.

10.2 Obligations of the Customer:

- (a) With each order for BNA, the customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.
- (b) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" 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.
- (c) 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 files and data bases or other systems it assembles through the use of BNA service.

10.3 Usage Rates

Billing Name and Address (BNA) customers will be assessed a per-record request charge for each BNA record the customer requests. This charge will be billed to the customer on a monthly basis. The BNA per-record request charge applies regardless of whether the requested BNA record is available in the Company's information database.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE**

1. **General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Services comprising either Switched Access Service or Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

1.1 **Ordering Conditions**

All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- (A) Customer name and Premise(s) address;
- (B) Billing name and address (when different from Customer name and address); and
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

1.2 **Provision of Other Services**

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section K.4.3 will apply when an engineering review is required.

ACCESS SERVICE

C. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)

1 General (Cont'd)

1.2 Provision of Other Services (Cont'd)

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than ten (10) percent.

1.3 Constructive Ordering of Switched Access Services

(A) Terminating Switched Access

Notwithstanding Section C.1.1 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section D of this tariff and the other applicable terms and conditions of this tariff.

(B) Originating Switched Access.

Notwithstanding Section C.1.1 above, in the event the Company originates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, including but not limited to 8XX toll free calls and 8XX originated dial-around calls, and the interexchange carrier accepts the traffic, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the originating access minutes. The originating access minutes shall be subject to charges for Switched Access described in Section D of this tariff and the other applicable terms and conditions of this tariff.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

2. **Access Order**

2.1 **Access Service Requests**

An Access Order in the form of an Access Service Request (ASR) is required by the Company to provide a Customer Switched Access Service or Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service or Special Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

In the event constructive ordering of Switched Access Service under Section C.1.3, an ASR is not required.

2.2 **Access Service Date Intervals**

The Company will provide a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval subject to the following conditions.

(A) **Customer Requested Interval**

If none of the conditions described in Section C.2.2.(B) below apply, the Service Date interval shall be based on provision of access service by the Customer's requested Service Date.

(B) **Negotiated Interval**

The Company will negotiate a Service Date interval with the Customer when one of the following conditions exists. In such cases, the Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested.

- (1) There is no existing facility connecting the Customer premises with the Company; or
- (2) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

2. **Access Order** (Cont'd)

2.2 **Access Service Date Intervals** (Cont'd)

B. **Negotiated Interval** (Cont'd)

- (3) The Customer requests a service that requires provision of facilities by a connecting local exchange carrier in addition to facilities provided by the Company and the connecting local exchange carrier is unable to place connecting facilities in service by Customer's requested Service Date; or
- (4) The Company determines that Access Service cannot be installed within the time frame requested by the Customer; or
- (5) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

2.3 **Access Order Charge**

The Access Order Charge, as set forth in Section K.4.1 following is applied to all Customer requests for new Special Access and Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for installations of Special Access and Switched Access Services and for additions, changes, rearrangements or disconnections to existing Special Access and Switched Access Service with the following exceptions:

The Access Order Charge does not apply:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable;
- When a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;
- When a service with an Individual Case Basis (ICB) rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB; or
- When a Billing Name and Address Order charge is applicable.

The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to Sections C.1 and C.2 above is in addition to other applicable charges as set forth in this and other sections of this tariff.

ACCESS SERVICE

C. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)

2. Access Order (Cont'd)

2.4 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

(A) Service Date Change

The Customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed 30 calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in Section K.4.2 following, will be applied to the order.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Expedited Order Charges as set forth in Section K.4.5 following apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds 30 calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the Cancellation Charges as set forth in Section K.4.6 following. A new Access Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Access Order Charge will apply to the new order.

If the service date is changed due to a design change as set forth in (B) following, the Service Date Change Charge will apply.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

2. **Access Order** (Cont'd)

2.4 **Access Service Request Modifications** (Cont'd)

(B) **Design Change Charge**

The Customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface. Design changes do not include a change of Customer-designated premises, first point of switching, or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change and notify the Customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge as set forth in Section K.4.3 following will apply in addition to the charge for Additional Engineering as set forth in Section K.5.1 following. If a change of service date is required, the Service Date Change Charge as set forth in Section K.4.2 following will also apply. The Access Order Charge as specified in Section K.4.1 following does not apply.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

2. **Access Order** (Cont'd)

2.4 **Access Service Request Modifications** (Cont'd)

(C) **Expedited Order Charge**

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order Charge request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event that the Customer cancels an expedited request, the Expedited Order Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section K.4.5.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

2. **Access Order** (Cont'd)

2.5 **Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as provided otherwise herein, Cancellation Charges will apply as specified in Section K.4.6.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

ACCESS SERVICE

C. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)

2. Access Order (Cont'd)

2.6 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- (A) The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e. DS-1 or DS-3);

- (B) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICE

C. **ORDERING OPTIONS FOR ACCESS SERVICE** (Cont'd)

3. **Miscellaneous Service Order Charge**

A Miscellaneous Service Order Charge, as set forth in Section K.4.4 following, applies to any service, or combination of services, ordered simultaneously from Section G of the tariff for which a service order is not already pending, with the exception of Presubscription (Section G.6), Billing Name and Address Service (Section G.7), and the Service Provider Number Portability (SPNP) Fee (Section G.9) which do not have the charge applied. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The Miscellaneous Service Order Charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (Section G.2.2);
- Testing and Maintenance with Other Telephone Companies (Section G.2.4) other than when in conjunction with Acceptance Testing;
- Other Labor (Section G.2.5); and
- Maintenance of Service (Section G.4).

The Miscellaneous Service Order Charge will also apply to the following service if it is ordered subsequent to the initial installation of the associated access service, thereby necessitating the issuance of another service order:

- Telecommunications Service Priority (TSP) (Section G.5);

The Miscellaneous Service Order Charge does not apply to the following services since there would exist a pending service order:

- Additional Engineering (Section G.1);
- Overtime Installation (Section G.2.1);
- Standby (Section G.2.3);
- Testing and Maintenance with Other Telephone Companies when in conjunction with Acceptance Testing (Section G.2.4);

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE

1. General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection point) and an end user's premises. It provides for the use of common terminating, switching, transport facilities and common subscriber plant of the Company. Switched Access Service provides the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection point), and to terminate calls from a Customer's premises (or a collocated interconnection point) to an end user's premises.

2. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

ACCESS SERVICE

D. **SWITCHED ACCESS SERVICE** (Cont'd)

2. **Provision and Description of Switched Access Service Arrangements** (Cont'd)

2.1 **Feature Group D (FGD) Access** (Cont'd)

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for access to the Customer's premises.

In addition, at the option of the Company, Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature may be made available. Under Feature Group D with 950 Access, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

2.2 **Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionally. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

2.3 **Rate Categories**

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

- Local Transport (described in Section D.2.3(A) following)
- End Office (described in Section D.2.3(B) following)
- Chargeable Optional Features (described in Section D.2.3(C) following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
2. Provision and Description of Switched Access Service Arrangements (Cont'd)
- 2.3 Rate Categories (Cont'd)
- (A) Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

Local Transport is a two-way transmission path composed of facilities determined by the Company. The two-way transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The Customer must specify the choice of facilities (e.g., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The Customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

A Design and Central Office Connection Charge applies any time a carrier initiated order requires engineering design and/or connection or changes or disconnections at the Company wire center. This charge applies once per Entrance Facility or Interoffice transport facility provided.

A Carrier Connection Charge applies once per Entrance Facility provided.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
2. Provision and Description of Switched Access Service Arrangements (Cont'd)

2.3 Rate Categories (Cont'd)

(A) Local Transport (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices.

When more than one telephone company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.

The Local Transport Rate Category includes four classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem Switched Transport, and (4) Multiplexing.

(1) Entrance Facility

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Two types of Entrance Facility are available: (1) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (2) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section K.1.1(c) following will apply even if the customer designated premises and the serving wire center are collocated in a Company building.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
2. Provision and Description of Switched Access Service Arrangements (Cont'd)

2.3 Rate Categories (Cont'd)

(A) Local Transport (Cont'd)

(1) Entrance Facility (Cont'd)

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company.

A Customer's Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices of the Company.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
- 2. Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 2.3 Rate Categories (Cont'd)
 - (A) Local Transport (Cont'd)
 - (2) Direct Trunked Transport (Cont'd)

Two types of Direct Trunked Transport are available: (1) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (2) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section K.1.1.(D) following which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate specified in Section K.1.1.(E) following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
- 2. Provision and Description of Switched Access Service Arrangements (Cont'd)
 - 2.3 Rate Categories (Cont'd)
 - (A) Local Transport (Cont'd)
 - (3) Multiplexing

DS3 to DS1 Multiplexing charges specified in Section K.1.1.(F) following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
2. Provision and Description of Switched Access Service Arrangements (Cont'd)
- 2.3 Rate Categories (Cont'd)
- (B) End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

(1) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

ACCESS SERVICE

- D. SWITCHED ACCESS SERVICE (Cont'd)
2. Provision and Description of Switched Access Service Arrangements (Cont'd)
- 2.3 Rate Categories (Cont'd)

(C) Chargeable Optional Features

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

- (1) Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

(a) 8YY Toll Free Database Access Service

8YY Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+8YY+NXX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Basic or Vertical Feature Query charge, as set forth in Section K.1.3 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8YY Toll Free series type calls by 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 as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 8YY Toll Free series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 8YY Toll Free series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

ACCESS SERVICE

D. **SWITCHED ACCESS SERVICE** (Cont'd)

2. **Provision and Description of Switched Access Service Arrangements** (Cont'd)

2.4 **Descriptions and Application of Rates**

(A) **Reference of Switched Access Rates to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5.**

Certain of the rates in Section 12 of this Tariff for Switched Access Services are referenced to the applicable current rates in National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 5. For purposes of references to the rates of NECA Tariff F.C.C. No. 5, "current rate" shall mean the NECA tariffed rate in effect at the time the service is provided by the Company.

(B) **Recurring Rates**

(1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

(2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

(C) **Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section K following.

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (Cont'd)

2. Provision and Description of Switched Access Service Arrangements (Cont'd)

2.4 Descriptions and Application of Rate (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(1) Installation of Service

Nonrecurring charges for Design and Central Office Connection as set forth in Section K.1.1(A) and Carrier Connection, as set forth in Section K.1.1(B) following, may be applied at the service wire center for each Entrance Facility installed.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section K.

2.5 Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDBs). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access in LIDB provides Customer with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (Cont'd)

2. Provision and Description of Switched Access Service Arrangements (Cont'd)

2.6 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of the installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Sections C.1 and C.2 above.

3. Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

3.1 Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves 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, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section B.6 above.

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (Cont'd)

3. Obligations of the Company (Cont'd)

3.1 Network Management (Cont'd)

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section B.

4. Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

4.1 Nonchargeable Optional Features

(A) Signaling System Seven (SS7)

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

(B) Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (Cont'd)

4. Switched Access Optional Features (Cont'd)

4.2 Feature Group D Optional Features

(A) Common Switching Optional Features

- (1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.
- (2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

ACCESS SERVICE

D. **SWITCHED ACCESS SERVICE** (Cont'd)

4. **Switched Access Optional Features** (Cont'd)

4.2 **Feature Group D Optional Features** (Cont'd)

(A) **Common Switching Optional Features** (Cont'd)

- (3) **Service Class Routing:** This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- (4) **Feature Group D with 950 Access (Feature Group B):** This option, if made available by the Company, provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (5) **Basic Initial Address Message Delivery:** This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (Cont'd)

4. Switched Access Optional Features (Cont'd)

4.2 Feature Group D Optional Features (Cont'd)

(A) Common Switching Optional Features (Cont'd)

- (6) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or features.
- (7) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

ACCESS SERVICE

E. END USER FEDERAL ACCESS SERVICE AND FEDERAL UNIVERSAL SERVICE CHARGE

1. End User Federal Access Service

The Company will provide End User Federal Access Service (End User Access) to end users who obtain local exchange service from the Company under its general and/or local exchange tariffs. End User Access provides for the use of an End User Common Line (EUCL).

1.1 Limitations

(A) Exclusions

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

1.2 Undertaking of the Company

The Company will provide End User Access at rates and charges as set forth in Section K.2 of this Tariff 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.

1.3 Payment Arrangements and Credit Allowances

(A) Minimum Period

The minimum period for which End User Access is provided to an end user and for which charges are applicable is the same as that in the general and/or local exchange tariffs for the associated local exchange service.

(B) Cancellation of Orders

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

(C) Changes 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.

ACCESS SERVICE

E. **END USER FEDERAL ACCESS SERVICE AND FEDERAL UNIVERSAL SERVICE CHARGE** (Cont'd)

1. **End User Federal Access Service** (Cont'd)

1.3 **Payment Arrangements and Credit Allowances** (Cont'd)

(D) **Allowance for Interruptions**

When there is an interruption to an EUCL, requested End User Access credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in Section B.6.1 above.

(E) **Temporary Suspension of Service**

When an end user temporarily suspends its local exchange service which is associated with EUCL, one-half of the End User Access per month charge will be temporarily suspended for the time period the local exchange service is suspended.

1.4 **Rate Regulations**

When the end user's local service is provided by the Company, the end user will be charged the End User Federal Access charge.

(A) **Residence Service**

Residence End User Federal Access rates, as set forth in Section K.2 following, apply to common lines that are subject to residential rates under the Company's General or Local tariff.

End user residence federal access rates are applied as primary or nonprimary.

The primary residence rate is assessed to the residential subscriber line which is any or all of the following:

- (1) the only line provided at that service address; or,
- (2) the first line installed at that location. Any additional residence exchange lines at the same service location, regardless of the named subscriber, will be assessed the nonprimary rate; or
- (3) the line designated as the primary line by the billed party or parties when multiple exchange lines are ordered at the same time for the same service location.

In most cases only one line at a service location can be classified primary; all others are considered to be nonprimary.

ACCESS SERVICE

E. **END USER FEDERAL ACCESS SERVICE AND FEDERAL UNIVERSAL SERVICE CHARGE** (Cont'd)

1. **End User Federal Access Service** (Cont'd)

1.4 **Rate Regulations** (Cont'd)

(B) **Business Service**

Business Single Line End User Federal Access rates, as set forth in Section K.2 following, apply to common lines that are not subject to residential rates under the Company's General or Local tariff when only one such line is obtained by the same customer from the Company.

Business Multiline End User Federal Access rates, as set forth in Section K.2 following, apply to common lines, that are not subject to residential rates under Company General or Local tariffs when more than one such line is obtained by the same customer from the Company and to all pay telephone common lines. Central Office located Centrex and Centrex-type services are rated as set forth in Section K.2 following for Business Multiline.

(C) **Central Office Located Centrex Dormitory (Residential) Service**

Central Office located Centrex Dormitory (Residential) Service is a service to a college, university or school that serves the students or faculty dormitory (residential) quarters. Residence rates, as set forth in Section K.2 following, apply to common lines used to provide Centrex Dormitory Service

(D) **Remote Call Forwarding**

For service provided as Remote Call Forwarding, residential or business, under the Company's General or Local exchange service tariff, End User Federal Access charges do not apply.

(E) **Pay Telephone Common Lines**

Pay Telephone common lines and related facilities are rated as Business Multiline with respect to the End User Federal Access charge as set forth in Section K.2 following.

(F) **Integrated Services Digital Network-Primary Rate Interface (ISDN PRI)**

For Integrated Services Digital Network-Primary Rate Interface (ISDN PRI) the ISDN PRI End User Federal Access charge as set forth in Section K.2 will apply per ISDN PRI service arrangement.

ACCESS SERVICE

E. END USER FEDERAL ACCESS SERVICE AND FEDERAL UNIVERSAL SERVICE CHARGE (Cont'd)

1. End User Federal Access Service (Cont'd)

1.4 Rate Regulations (Cont'd)

(G) Integrated Services Digital Network-Basic Rate Interface (ISDN BRI)

For Integrated Services Digital Network-Basic Rate Interface (ISDN BRI) the ISDN BRI End User Federal Access charge as set forth in Section K.2 will apply per ISDN BRI service arrangement.

ACCESS SERVICE

E. **END USER FEDERAL ACCESS SERVICE AND FEDERAL UNIVERSAL SERVICE CHARGE** (Cont'd)

2. **Federal Universal Service Charge**

2.1 **General**

The Federal Universal Service Charge (FUSC) recovers the Company's contribution to various federal universal service funds. The Company will apply the FUSC through monthly line charges assessed to end users through a surcharge on monthly billed charges to end users that order interstate special access services.

ACCESS SERVICE

F. **SPECIAL CONSTRUCTION**

1. **Special Construction**

1.1 **Basis for Rates and Charges**

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

1.2 **Termination Liability**

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

- (A) The termination liability period is the initial service term with respect to said specially constructed facilities.
- (B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section F.1.1 above:
- (C) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section F.1.2.(B) above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

2. **Individual Case Basis Arrangement**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an individual case basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES

Section G.1 addresses Additional Engineering. Section G.2 addresses Additional Labor (which is comprised of Overtime Installation, Overtime Repair, Standby, Testing and Maintenance with Other Telephone Companies, and Other Labor). Section G.3 is reserved for future use, Section G.4 addresses Maintenance of Service, Section G.5 addresses Telecommunications Service Priority (TSP), Section G.6 addresses Presubscription, Section G.7 addresses Billing Name and Address (BNA), Section G.8 addresses Local Number Portability (LNP) Query Service and Section G.9 addresses the Service Provider Number Portability (SPNP) Fee.

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

A Miscellaneous Service Order charge as set forth in Section K.7.4 above may be applicable to services ordered from this section.

Rates for miscellaneous services provided for this Section G are set forth in Section K.5 and certain rates are referenced at Section K.5 to applicable current rates in National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 5. For purposes of references to the rates of NECA Tariff F.C.C. No. 5, "current rate" shall mean the rate in effect in the tariff at the time the service is provided by the Company.

1. Additional Engineering

Additional Engineering, including engineering reviews as set forth in Sections C.1.2 and C.2.2 above, will be undertaken only after the Company has notified the customer that additional engineering charges apply as set forth in Section K.5.1 following, and the customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the customer only when:

- (A) A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in Section C.1.2.
- (B) Additional Engineering time is incurred by the Company to engineer a customer's request for a customized service.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

1. Additional Engineering (Cont'd)

- (C) A customer requested Design Change requires the expenditure of Additional Engineering time. Such additional engineering time is incurred by the Company for the engineering review as set forth in Sections C.1.2 and C.2.2 above. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the customer authorizes the Company to proceed with the Design Change. In this case the Design Change charge, as set forth in Section K.4.3 following, does not apply unless the customer authorizes the Company to proceed with the Design Change.

2. Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in Sections G.2.1 through G.2.5 following. The Company will notify the customer that additional labor charges as set forth in Section K.5.2 following will apply before any Additional Labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

2.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

2.2 Overtime Repair

Overtime repair is that Company effort performed outside of normally scheduled working hours.

2.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect other telephone companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

2.5 Other Labor

Other labor is that additional labor not included in Sections G.2.1 through G.2.4 above and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

ACCESS SERVICE

- G. MISCELLANEOUS SERVICES (Cont'd)
- 3. RESERVED FOR FUTURE USE

ACCESS SERVICE

G. **MISCELLANEOUS SERVICES** (Cont'd)

4. **Maintenance of Service**

- 4.1 When a customer reports a trouble to the Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge as set forth in Section K.5.4 following for the period of time from when Telephone Company personnel are dispatched, at the request of the customer, to the customer designated premises to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 4.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.
- 4.3 In either Section G.4.1 or G.4.2 above, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

ACCESS SERVICE

G. **MISCELLANEOUS SERVICES** (Cont'd)

5. **Telecommunications Service Priority – TSP**

- 5.1 Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1) .

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Company can discreetly identify for priority provisioning and/or restoration.

- 5.2 A Telecommunications Service Priority charge applies as set forth in Section K.5.5 when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

Additionally, a Miscellaneous Service Order Charge as set forth in Section K.5.4 will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

In addition, Additional Labor rates as set forth in Section K.5.2 may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the customer requests an audit or a reconciliation of the Telephone Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge as set forth in Section K.5.4 and Additional Labor rates as set forth in Section K.5.2 are applicable.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

6. Presubscription

6.1 Presubscription is the process by which end user customers may select and designate to the Company an IC to access, without an access code, for interstate and intrastate inter-exchange (toll) calls. This IC is referred to as the end user's presubscribed IC.

6.2 New end users who are served by end offices equipped with Feature Group D will be asked to presubscribe to an IC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.

- designate a primary IC for all of its lines,
- designate a different IC for each of its lines.

Only one IC may be selected for each individual line, or lines terminating in the same hunt group. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of a presubscribed IC, for any change in selection, a nonrecurring charge, as set forth in Section K.5.6 following, applies.

6.3 If the new end user fails to designate an IC as its presubscribed IC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the end user to an IC based upon current IC presubscription ratios, (2) require the end user to dial an access code (101XXXX) for all interstate calls, or (3) block the end user from interstate calling. The end user will be notified which option will be applied if they fail to presubscribe to an IC. An allocated or blocked end user may designate another, or initial, IC as its presubscribed IC one time at no charge, if it is requested within six months after the installation of Telephone Exchange Service. For any change in selection after 6 months from the installation of Telephone Exchange Service, a nonrecurring charge, as set forth in Section K.5.6 following applies.

6.4 If an IC elects to discontinue its Feature Group D service, the IC will notify the Company of the cancellation. The IC will also notify all end users which selected them that they are canceling their service and that they should contact the Company to select a new primary IC. The IC will also inform the end user that it will pay the presubscription change charge.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

6. Presubscription (Cont'd)

- 6.5 If an IC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reasons other than those set forth in Section G.6.4 above, the IC will identify to the Company any affected end users and advise the Company of the new CIC to be assigned to these end users. If the CIC change involves a change of carrier for any end users, the IC will notify the affected end users of the change. The Company will change the presubscribed carrier code of each end user identified by the IC to the new CIC and bill the IC the nonrecurring charge set forth in Section K.5.6 following for each end user line or trunk that is changed.

7. Billing Name and Address - BNA

Billing Name and Address (BNA) provides the billing name and address of an end-user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operative service providers, enhanced service providers and any other provider of intrastate telecommunication services) for telecommunications services rendered by the Customer to its end-user. The receipt of this information will allow the Customer to provide its own billing to end-users who may have not have established a formal relationship with the Customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telecommunications 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.

7.1 Undertaking of the Company

- (A) All requests for information will be by facsimile.
- (B) The Company will specify the format in which requests are to be submitted.
- (C) 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. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- (D) The Company will provide the most current BNA information resident in its database. 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 originated.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

7. Billing Name and Address - BNA (Cont'd)

7.2 Obligations of the Customer

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

(A) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" 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.

(B) 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, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

7.3 Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested pursuant to Section K.5.7 following. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

8. Local Number Portability (LNP) Query Service

8.1 General

LNP Query Service is a capability that utilizes Advanced Intelligent Network (AIN) technology to query a database to secure network routing instructions before completion of a call. The database contains information about end users which have ported their service from the donor switch. At a minimum, the database contains the Location Routing Number (LRN) which identifies the Local Service Provider's (LSP) switch serving each ported end user. The LRN is used to direct the call to the correct switch for completion to the end user. Where more than one network is involved in completing the call, the network just before the terminating network (i.e., the N01 Network) is responsible for querying a LNP database to secure the LRN.

N-1 wireline and wireless telecommunications carriers will be assessed either a Default LNP query charge as set forth in K.5.8 following where they deliver calls for termination by the Company for which a query has not been performed or an LNP Database Access Query charge, as set forth in K.5.8 following, where they directly access the Company's LNP Database to perform a query.

8.2 LNP Query Service Application

There are two applications of the LNP network capability available through the Company's network.

(A) Default LNP Query

Terminating calls from N-1 Carriers upon which a query has not been performed to numbers in the Company's network with NXX codes from which a number is or has been ported that have been designated as number portable will require a query to the LNP database. Carriers who terminate calls into the Company's network without having performed the appropriate database query will be assessed a Default LNP Query. This query is initiated on behalf of the N-1 Carrier in the performance of its N-1 responsibility, and may require the Company to assume extraordinary measures to meet the demand of default queries. In this scenario, the Company's end office or access tandem switch will suspend call processing and launch a query to the LNP database. When the routing information is returned to the switch, call processing is resumed and the call is routed to the correct switch for completion to the called party. The carrier will be assessed either an end office or a tandem LNP Default Query depending upon where the query is launched.

(B) LNP Database Access Query

LNP Database Access Query provides Carriers direct access to the Company's LNP Database to meet their N-1 responsibility to determine the Location Routing Number (LRN). The query is initiated by the N-1 Carrier in the performance of its N-1 responsibility. When the routing information is returned to the Carrier, call processing is resumed and the call is routed to the correct switch for completion to the called party.

ACCESS SERVICE

G. MISCELLANEOUS SERVICES (Cont'd)

8. Local Number Portability (LNP) Query Service (Cont'd)

8.3 Manner of Provisioning

LNP Query Service will be provisioned using the LRN. The LRN associates an NPA-NXX-XXXX number with each central office switch that serves ported lines. This number will be known as the LRN for that switch. The LRN will be used as a network routing number for calls to ported numbers served by that switch. All switching equipment types will utilize LRN functionality using Advanced Intelligent Network capability (AIN).

8.4 Limitations

LNP Query Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described herein.

8.5 Network Management

The Company will administer its network with the objective of the provision of acceptable service levels to all users of LNP query service.

The Company maintains the right to block any LNP Query traffic in a nondiscriminatory manner, where the processing of the LNP queries threatens to disrupt operation of its network and impair network reliability. The provision of LNP Query Service is subject to the provisions of Section B.

8.6 Rate Regulations

The rates and charges associated with LNP Query Services are "query" based and will be billed on a monthly basis, based on recorded usage. Query charges will be applied by the Company based upon the recordings of carrier queries to the database. If such recordings are not available, the Company will develop monthly charges based on an average number of queries per month.

Specific rates and charges as set forth in K.5.8 are applicable to both interstate and intrastate calls.

ACCESS SERVICE

G. **MISCELLANEOUS SERVICES** (Cont'd)

9. **Service Provider Number Portability (SPNP) Fee**

The Service Provider Number Portability Fee (SPNP) recovers the costs of implementing long-term number portability. The SPNP Fee as set forth in Section K.5.9 shall be assessed to each end user with the following exceptions:

- Each PBX Trunk shall be assessed nine (9) monthly SPNP Fees.
- Each ISDN PRI arrangement shall be assessed five (5) monthly SPNP Fees.
- Lifeline customers shall not be assessed the SPNP Fee.

ACCESS SERVICE

H. **SPECIAL ACCESS SERVICE**

Special Access Service provides a transmission path to connect customer designated premises, directly, or through a Telephone Company hub or hubs where bridging or multiplexing functions are performed, or to connect a customer designated premises and a WATS Serving Office, or to connect a customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Company end office switches.

The connections provided by Special Access Service will be digital. Digital connections are differentiated by bit rate.

The Company provides Special Access Service under the terms and conditions of this tariff at rates established on an individual case basis. Special Access Service provided by the Company are subject to technical capability and feasibility.

ACCESS SERVICE

I. **RESERVED FOR FUTURE USE**

ACCESS SERVICE

J. RESERVED FOR FUTURE USE

ACCESS SERVICE

K. RATES AND CHARGES

1. Switched Access

1.1 Local Transport

(A) Design and Central Office Connection Charge

The nonrecurring charge rate charged by the Company per Entrance Facility

Per DSO Trunk	\$53.23
Per DS1 Circuit	\$350.00
Per DS3 Circuit	\$500.00

(B) Carrier Connection Charge

The nonrecurring charge rate charged by the Company

Per DS1 Termination	\$225.00
Per DS3 Termination	\$150.00

(C) Entrance Facility

Per Termination

The monthly recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Entrance Facility, at NECA Tariff F.C.C. No. 5. Section 17.2.2., Premium Access-Entrance Facility. See <http://www.neca.org/media/tariff5.pdf>.

(D) Direct-Trunked Transport
Direct Trunked Facility

Per Mile

The monthly recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Facility, at NECA Tariff F.C.C. No. 5. Section 17.2.2., Premium Access-Direct Trunked Transport, Direct Trunked Facility. See <http://www.neca.org/media/tariff5.pdf>.

(E) Direct-Trunked Transport
Direct Trunked Termination

Per Termination

The monthly recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Termination, at NECA Tariff F.C.C. No. 5. Section 17.2.2., Premium Access-Direct Trunked Transport, Direct Trunked Termination. See <http://www.neca.org/media/tariff5.pdf>.

ACCESS SERVICE

K. RATES AND CHARGES (Cont'd)

1. Switched Access (Cont'd)

1.1 Local Transport (Cont'd)

(F) Multiplexing

Per Arrangement

The monthly recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Multiplexing (DS3 to DS1 or DS1 to Voice), at NECA Tariff F.C.C. No. 5. Section 17.2.2., Premium Access-Direct Trunked Transport, Multiplexing. See <http://www.neca.org/media/tariff5.pdf>.

ACCESS SERVICE

K. RATES AND CHARGES (Cont'd)

1. Switched Access (Cont'd)

1.2 Local Switching

Per Access Minute

The recurring rate charged by the Company for local switching, pursuant to 47 CFR Section 61.26 is the current rate for the band with the highest rate at NECA Tariff F.C.C. No. 5, Section 17.2.3(A), End Office, Local Switching-Premium. As of the original filing date of this Tariff, the highest rate band at the NECA Tariff F.C.C. No. 5, Section 17.2.3(A) is Rate Band 8.

1.3 8YY Database Access Service

Per Query \$0.011

ACCESS SERVICE

K. RATES AND CHARGES (Cont'd)

2. End User Federal Access Charge

The End User Federal Access charge will be equal to the End User Common Line charge that Verizon North, Inc. assesses pursuant to the Verizon Telephone Companies Tariff FCC No. 14, Section 13.11, End User FIA, Rates and Charges. See http://www22.verizon.com/tariffs/viewdocact.asp?system_id=6771151&lib=TMPI_PCDP_LIB&doc=136147&checkout=false&fileExt=.PDF&Frameset=Created

ACCESS SERVICE

K. RATES AND CHARGES (Cont'd)

3. Federal Universal Service Charge

The charge should be periodically adjusted to equal the percentages of interstate and international revenues assessed upon the Company by the Universal Service Administration Company pursuant to the FCC Contribution Methodology Calculation. See http://www.universalservice.org/overview/FCC_Cacl_Exmp.asp

ACCESS SERVICE

K. **RATES AND CHARGES** (Cont'd)

4. **Service Orders**

4.1 **Access Order Charge**

Per Order \$250.00

4.2 **Service Date Change Charge**

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in Section K.5.1 above does not apply. The applicable charge is the current rate at NECA Tariff F.C.C. No. 5, Section 17.4.1.(B), Service Date Change Charge.

4.3 **Design Change Charge**

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is the current rate at NECA Tariff F.C.C. No. 5, Section 17.4.1.(C), Design Change Charge.

4.4 **Miscellaneous Service Order Charge**

Per Occurrence

The nonrecurring charge rate charged by the Company is the current rate at NECA Tariff F.C.C. No. 5, Section 17.4.1.(D), Miscellaneous Service Order Charge.

4.5 **Expedited Order Charge**

If the Company determines that extraordinary costs or additional labor is required to meet a requested date earlier than the Standard Interval, the Company will notify the Customer and provide an estimate of the charges including Service Date Change charges. With Customer agreement, all charges will be billed at actual costs, not to exceed 10 percent over the estimated charges. Additional labor will be calculated at the applicable additional labor rate in NECA Tariff F.C.C. No. 5, Section 17.4.3, Additional Labor

4.6 **Cancellation Charge**

Cancellation Charges applicable under the terms and conditions of Section C of this Tariff are equal to the lesser of the Company's cost of installation less net salvage or the charge for the minimum period. Cancellation Charges are in addition to applicable Access Service Order charges, Service Date Change charges, Design Change Charges, Miscellaneous Service Order Charges or Expedited Order Charges.

ACCESS SERVICE

K. **RATES AND CHARGES** (Cont'd)

5. **Miscellaneous Service**

5.1 **Additional Engineering**

The rates charged by the Company for Additional Engineering are the current rates at NECA Tariff F.C.C. No. 5, Section 17.4.2.

5.2 **Additional Labor**

The rates charged by the Company for Additional Labor are the current rates at NECA Tariff F.C.C. No. 5, Section 17.4.3 applicable to the type of Additional Labor.

5.3 **RESERVED FOR FUTURE USE**

5.4 **Maintenance of Service**

The rates charged by the Company for Maintenance of Service are the current rates at NECA Tariff F.C.C. No. 5, Section 17.4.4.(F).

5.5 **Telecommunications Service Priority - TSP**

The rate charged by the Company for Telecommunications Service Priority (TSP) is the current rate at NECA Tariff F.C.C. No. 5, Section 17.4.4.(G).

5.6 **Presubscription**

The rate charged by the Company for Presubscription is the current rate at NECA Tariff F.C.C. No. 5, Section 17.4.4(I), Presubscription.

ACCESS SERVICE

K. RATES AND CHARGES (Cont'd)

5. Miscellaneous Service (Cont'd)

5.7 Billing Name and Address

Per-Record Request Rate:

Billing Name and Address	\$30.00 per batch request
Billing Name and Address Found	\$0.30 each
Billing Name and Address Not Found	\$0.30 each

5.8 Local Number Portability (LNP) Query Service

LNP Query – Default

Per Query

End Office	\$0.002002
Tandem Office	\$0.002002

LNP Database Access Query

Per Query	\$0.001003
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5.9 Service Provider Number Portability (SPNP) Fee

The Company will recover its number portability costs in any manner consistent with applicable state and federal laws and regulations. However, Company will not charge a SPNP Fee that is greater than the following:

SPNP Monthly Charge

Per network access line, resold line or switching port	\$0.42
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SPNP Monthly Charge – ISDN Prime

Per ISDN PRI line, resold ISDN PRI line or ISDN Prime trunk port	\$2.10
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SPNP Monthly Charge – PBX Trunk

Per PBX trunk, resold PBX trunk or DID trunk port	\$3.78
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ACCESS SERVICE

K. **RATES AND CHARGES** (Cont'd)

6. **Special Access Service**

The Company provides Special Access Service under the terms and conditions of this tariff at rates established on an individual case basis (ICB).