

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTERSTATE COMMUNICATIONS  
FACILITIES AND SERVICES FURNISHED BY

**ALL AMERICAN TELEPHONE COMPANY, INC.**

AND ANY CONCURRING CARRIERS BETWEEN  
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN

This Tariff **CANCELS** and **REPLACES** FCC Tariffs No. 1 and 2 currently on file with the Commission, effective May 29, 2010.

Filed in lieu of FCC Tariff No. 3, **REJECTED** by the Federal Communications Commission.

Transmittal No. 6  
Issued: May 28, 2010

Effective: May 29, 2010

David W. Goodale  
8635 W. Sahara Avenue, Suite 498  
Las Vegas, Nevada 89117

## ACCESS SERVICE

## CHECK SHEET

Title Page and Pages 1 through 42 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original Tariff that are in effect on the date hereof.

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

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SYMBOLS

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

- (C) To Signify changed regulation
- (D) To Signify discontinued regulation or rate
- (I) To Signify increase
- (L) 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

ABBREVIATIONS

CABS	Carrier Access Billing System	MRC	Monthly Recurring Charge
FCC	Federal Communications Commission	PIC	Presubscribed Interexchange Carrier
FG	Feature Group	PIU	Percent Interstate Use
ICB	Individual Case Basis	POP(s)	Point(s) of Presence
ILEC	Incumbent Local Exchange Carrier	USF	Universal Service Fund
IXC	Interexchange Carrier	VoIP	Voice over Internet Protocol
LEC	Local Exchange Carrier		
LERG	Local Exchange Routine Guide		
LNP	Local Number Portability		
MOU	Minutes of Use		

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DEFINITIONS

Access: For the purposes of this Tariff, the ability to enter or exit the Company's Network in order to receive or hand off an interstate communication.

Access Charge: Charges assessed to the Customer through which the Company compensated for providing Access.

Access Service: Any Service provided by the Company, or jointly by the Company and one or more other carriers, that provides Access.

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

Call: A communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility. The term "Call" expressly includes communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers and/or international providers operating within the United States (expressly including such parties to whom the Company pays commissions), and residential and/or business users.

Company: All American Telephone Company, Inc., the issuer of this Tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Constructive Order: In the absence of a written or oral order, any delivery of Calls to or receipt of Calls from the Company's Network constitutes a Constructive Order to purchase switched Access Services as described herein. Similarly, the selection of an IXC as a Presubscribed Interexchange Carrier constitutes a Constructive Order for switched Access Service by the IXC.

Customer: The term "Customer" refers to an Interexchange Carrier utilizing the Company's Access Service to complete a Call. The Customer is responsible for the payment of charges for any service it takes from the Company, and compliance with the terms and conditions of this Tariff.

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DEFINITIONS (Cont'd)

Individual Case Basis or ICB: An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

Late Payment Fee: An amount computed as 1.5% of the unpaid balance per month or portion thereof for the period from the due date of any bill until the payment is received.

Local Exchange: A geographic area established by the Company for the administration and pricing of telecommunications services. The Company is not bound by the definition of "exchange" or "local exchange" as defined by the National Exchange Carrier Association, by IXCs, or by the ILECs whose tariffed rates the Company matches. Unless defined otherwise by the Company, the Company's Local Exchanges are the same as the geographic area where the Company provides service.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff. The Company may provide and own its own facilities, equipment or services, or may obtain and use those of other providers.

Nonrecurring Charge: A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Point of Presence: A physical place where a carrier has a presence for network access.

Presubscription: An arrangement whereby an IXC is selected for the provision of interstate telephone service. The selected IXC is referred to as the Presubscribed Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

Service(s): Interstate Access Service(s).

Simple Interest: The interest rate that is set for the Federal Reserve's two-year Treasury bill on the most recent January 31<sup>st</sup>.

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DEFINITIONS (Cont'd)

Switched Access Service: Access to the Network of the Company for the purpose of receiving or delivering Calls.

Traffic: Another term for Calls. These terms expressly include communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers and/or international providers operating within the United States (expressly including such parties to whom the Company pays commissions), and residential and/or business users.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing voice services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: Generic term for point on a carrier network from which a dial tone is generated.

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REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this Tariff and may be obtained as shown:

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 4

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 5

Tariffs of Incumbent Local Exchange Carriers  
*See Section 7.6.2 of this Tariff*

The Local Exchange Routing Guide (LERG) is referenced in this Tariff  
and may be obtained from:

Telcordia Technologies  
Customer Services Division  
60 New England Avenue  
Piscataway, NJ

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1. APPLICATION OF TARIFF

1.1 General

This Tariff sets forth the regulations, rates and charges for the provision of interstate Access Services and facilities (hereinafter "Services") by All American Telephone Company, Inc. ("Company"). The rates for the Services described herein are set at or below the level of the incumbent local exchange carrier interstate tariffs referenced in section 7.2.2 of this Tariff. The service areas covered by this Tariff are co-extensive with the service areas reflected in the incumbent local exchange carrier interstate tariffs referenced in section 7.2.2. of this Tariff.

1.1.1 No Waiver

No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Customer to which it is attributed. No consent by the Company or Customer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

1.1.2 Partial Invalidity

If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

1.1.3 Title or Ownership Rights

The payment of rates and charges by Customers for the Services offered under the provisions of this Tariff does not assign, confer, or transfer leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide the Service(s), subject to the availability of necessary facilities. The Company is responsible only for the installation, operation, and maintenance of the Services and facilities it provides. The Company does not warrant that its services and facilities meet standards other than those expressly set forth in this Tariff.

2.1.1.1 If any Customer makes use of any Service, the Customer shall be deemed to have made a Constructive Order for the Service, and the failure to enter into a written or oral service agreement will not eliminate any payment obligation under this Tariff.

2.1.1.2 The Customer shall be solely responsible for message content.

2.1.1.3 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

2.1.1.4 Service may be terminated by the Company on written notice to the Customer if the Customer is using the service in violation of the Tariff or if the Customer is using the service in violation of the law.

2.1.1.5 Assignment or Transfer of Services

(a) The Customer may assign or transfer the use of Service(s) provided under this Tariff only if approved by Company in writing and only if assignee or transferee assumes any and all outstanding indebtedness for such Services, and any applicable unexpired portion of a minimum period and/or any termination liability applicable to such Service(s).

(b) The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations

2.1.2.1 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis.

2.1.2.2 Liability

- (a) With respect to any and all claims or suits, regardless of the theory of liability, the liability of the Company for damages arising out of the installation, provision, furnishing, termination, maintenance, repair, or restoration of its Services and Facilities, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount 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 or equipment, or facilities, or the acts or omissions or negligence of the Company's employees, agents, or contractors.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

2.1.2.2 Liability (Cont'd)

- (b) 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 unaffiliated third parties, acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, 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 civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- (c) The Company shall not be liable for: (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to or in connection with the Company's Services; or (b) the acts or omissions of other common carriers or warehousemen.
- (d) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer arising from or related to the failure or malfunction of Customer-provided equipment or facilities.
- (e) The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Customer shall indemnify, defend, and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any 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 or use of any Service so provided.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

2.1.2.2 Liability (Cont'd)

- (f) The Company is not liable for any defacement of or damage to Customer property resulting from the furnishing of Service(s) or equipment or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.
- (g) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (h) The Company makes no warranties, express or implied either in fact or by operation or otherwise, including warranties of merchantability or fitness for a particular use.
- (i) No action or proceeding against the Company arising out of a Service provided under this Tariff shall be commenced more than two years after the Service is rendered.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Provision of Services, Equipment, and Facilities

- 2.1.3.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a requested date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff, and subject to the availability of facilities and services, including those provided by other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.3.2 The Company shall use reasonable efforts to maintain Services, facilities and equipment that it may furnish to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services, facilities, or equipment installed by the Company, except upon written consent of the Company.
- 2.1.3.3 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.
- 2.1.3.4 Any equipment that the Company may provide or install on Customer's property for use in connection with the Service(s) shall not be used for any purpose other than that for which the Company provided it.
- 2.1.3.5 The option exclusive to request a specific path or channel is not provided to the Customer, but is within the purview of the Company.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Provision of Services, Equipment, and Facilities (Cont'd)

2.1.3.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment, unless approved by the Company. 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 or Service(s) offered under this Tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided Equipment.

2.1.4 Services, Equipment, or Facilities

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

2.1.4.2 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-provided equipment, facilities, or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or service. The Company will provide reasonable notification of any such change in facilities described above to the Customer in writing where reasonably possible. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Services, Equipment, or Facilities (Cont'd)

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

2.1.4.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment, unless otherwise agreed to upon terms mutually acceptable to both the Company and the Customer and evidenced by a signed written document. Where such equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company shall be limited to the furnishing of Services and associated facilities and equipment offered under this Tariff and to the maintenance and operation of such Services. Subject to this responsibility, the Company shall not be responsible for:

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

2.1.5 Notification of Service-Affecting Activities

2.1.5.1 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 preventive maintenance. No specific advance notice 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 might not be possible.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 General Obligations

2.2.1.1 The Customer will ensure that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public.

2.2.1.2 The Service provided under this Tariff must not be used for an unlawful purpose, or interfere with use of Service.

2.2.1.3 The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty at the Customer's location, unless caused by the negligence or willful misconduct of the Company's employees or agents.

2.2.1.4 The Customer will provide 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 that may be installed at the Customer's location, and the level of heating and air conditioning necessary to maintain proper operating environment at such location.

2.2.1.5 Where applicable, the Customer will obtain, maintain, and otherwise have full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the permissions, approvals, consents, licenses, permits, and 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.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 General Obligations (Cont'd)

2.2.1.6 The Customer will provide a safe place to work and will comply with all laws and regulations regarding the working conditions at the location at which the 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's 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.

2.2.1.7 The Company will comply with all laws and regulations applicable to, and will obtain all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment at any Customer location or the rights-of-way for which Customer is responsible, and will grant or obtain permission for Company agents or employees to enter such location of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.8 The Customer must not create or allow to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.2.1.9 Customers must use the Service provided by the Company in a manner, and at all times, consistent with the Tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:

- (a) Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
- (b) Causes damage to Company-provided facilities;
- (c) Interferes with the privacy of communications;

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 General Obligations (Cont'd)

- (d) Creates a hazard to the Company's employees, contractors, or agents or the public; or
- (e) Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.

2.2.1.10 The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if that Service is received by the Customer. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, or unauthorized third parties (e.g., fraudulent calls).

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

2.2.1.12 The Customer shall be responsible for the payment of technician charges as set forth herein for visits by the Company's employees, contractors, or agents to the Customer's location when a 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.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Claims

With respect to any Service, facility, or equipment provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

2.2.2.1 any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, arising out of any act or omission of the Customer, its employees, agents, representatives, or invitees in the course of using the Services, facilities, or equipment provided under this Tariff; or

2.2.2.2 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 Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.2.3 Customer Equipment and Channels

2.2.3.1 General

(a) A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this Tariff. The Company does not guarantee that its Service(s) will be suitable for any particular purposes other than as specifically and expressly stated in this Tariff.

2.2.3.2 Company Equipment

(a) If any Company equipment is installed at the Customer location, the Customer is required to maintain such equipment in good working order at the expense of the Customer. The Customer shall provide electric power to such equipment at its own expense, unless otherwise agreed to by the Company in writing.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 Customer Equipment and Channels (Cont'd)

2.2.3.2 Company Equipment (Cont'd)

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

2.2.3.3 Interconnection of Facilities

- (a) Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established from time to time by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 Customer Equipment and Channels (Cont'd)

2.2.3.3 Interconnection of Facilities (Cont'd)

- (b) If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning Customer equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- (c) Upon request and in the sole discretion of Company, facilities furnished under this Tariff may be connected to Customer-provided equipment. All such equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- (d) The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided equipment or systems with Company's facilities. Customer shall secure all licenses, permits, approvals, authorizations, consent, permissions, rights-of-way, and other arrangements necessary for such interconnection.
- (e) Unless otherwise agreed by the Company, the Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. The Company may require the use of protective equipment at the Customer's expense.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.3 Customer Equipment and Channels (Cont'd)

2.2.3.4 Inspections

- (a) Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Section.
- (b) If 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 five 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 or termination of service, to protect its facilities, equipment and personnel from harm.

2.2.3.5 Prohibited Uses

- (a) The Service(s) that 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 and other third-party approvals, authorization, licenses, consents, and/or permits.
- (b) The Company may require applicants for Service who intend to use the Company's offerings for resale and/or 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, guidelines, orders and decisions.
- (c) The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Choice of Law

2.3.1 Choice of Law

Any questions regarding the interpretation of this Tariff language will be resolved by reference to federal precedent, including relevant rulings by federal courts, and decisions of the Federal Communications Commission, as applicable.

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3. PAYMENT AND BILLING

3.1 Payment Arrangements

3.1.1 Payment for Service

The Company shall endeavor to bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to Service(s) established or discontinued during the preceding billing period, as described in Section 3.1.2. The Customer is responsible for the payment of all charges for Service(s) furnished by the Company. Receipt of payment is due 31 days after the bill date (payment date) or by the next bill date, whichever is the shortest interval, and is payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized by the federal government or applicable state government), such payment shall be due on the next business day.

3.1.1.1 The Customer is responsible for payment of appropriate 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 or based upon the provision, sale or use of the Company's Service(s), unless otherwise agreed to in writing, pursuant to an ICB contract, the terms of which are available to similarly situated Customers.

3.1.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of Company Services, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network;
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's Services and/or activities, whether or not accompanied by a written order.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.2 Billing and Collection of Charges

3.1.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within two (2) years of the date upon which service was provided.

3.1.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.

(a) Customer's billing will begin upon delivery of Calls to, or receipt of Calls from the Company. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.

3.1.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date.

3.1.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.

3.1.2.5 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.

3.1.2.6 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a Late Payment Fee shall be due to the Company. The Late Payment Fee shall be calculated at 1.5% of the unpaid balance per month or portion thereof for the period from the due date until the payment is received.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.2 Billing and Collection of Charges (Cont'd)

3.1.2.7 In addition to other penalties or fees, the Customer will be assessed a charge of twenty-five dollars (\$25) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

3.1.2.8 If Service is discontinued by the Company in accordance with Section 3.1.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

3.1.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the Service. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

3.1.4 Jurisdictional Reporting Requirements

3.1.4.1 For those circumstances in which the Company cannot determine the jurisdictional nature of Customer traffic, the Company may require the Customer to provide a projected estimate of its traffic, expressed as a percent of interstate use factor ("the PIU Factor") for the split between interstate and intrastate jurisdictions.

3.1.4.2 If a PIU Factor is required, unless otherwise agreed to in writing, the Company will rely exclusively on the PIU Factor. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate. The Company reserves the right to audit a Customer's traffic. The Company, at its sole discretion, may use a different PIU Factor than that provided by Customer.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.5 Deposits

3.1.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this Tariff. The deposit will not exceed an amount equal to:

- (a) two months' charges for a Service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

3.1.5.2 A deposit may be required in addition to an Advance Payment.

3.1.5.3 When a Service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

3.1.5.4 Simple Interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the customer's final bill for service. Simple Interest will be applied for the month or portion of a month from the date the customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

3.1.5.5 Such a deposit may be refunded or credited to the Customer's account after a one-year, prompt-payment record is established.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.5 Deposits (Cont'd)

3.1.5.6 In the event the provision of all service to the customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited Simple Interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the Customer.

(a) The Customer will receive Simple Interest for each month or portion thereof that a deposit is held.

3.1.6 Discontinuance of Service

3.1.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

3.1.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this Tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period.

3.1.6.3 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 giving notice to the Customer, may discontinue or suspend Service without incurring any liability.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.6 Discontinuance of Service (Cont'd)

3.1.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

3.1.6.5 Upon the Company's discontinuance of Service to the Customer under the terms of this Tariff, 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 Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

3.1.7 Billing Disputes

3.1.7.1 General

(a) All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after the bill in question has been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company's contact (which is listed on every page of this Tariff), containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute. Notice must be made by Certified First Class US Mail or overnight mail provided by a nationally recognized delivery service.

(b) Any disputed charges must be paid when due under the original bill. If payment of the originally billed amount is not made when due – whether or not a notice of dispute has been submitted – Customer will incur a Late Payment Fee on the unpaid amount at the rate of 1.5% per month on the total unpaid balance.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.7 Billing Disputes (Cont'd)

3.1.7.1 General (Cont'd)

- (c) Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute.
- (d) The Company will be the sole judge of whether any bill dispute has merit. If the Company does not respond to the Customer's notice of dispute within 60 days after receiving such notice, the dispute will be deemed rejected.
- (e) If the Company finds that the Customer's dispute has merit, the Customer will be credited with any payments in excess of those actually due the Company. The Company's credit will also include Simple Interest on all such credited amounts.

3.1.7.2 Late Payment Fee

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a Late Payment Fee.

3.1.7.3 Adjustments or Refunds to the Customer

- (a) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this Tariff, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (b) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this Tariff, but canceled the service, the Company will issue a refund of any overpayment by the Customer.

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3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.7 Billing Disputes (Cont'd)

3.1.7.3 Adjustments or Refunds to the Customer (Cont'd)

- (c) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

3.2 Access Billing

3.2.1 Billing Standards

3.2.1.1 The Company shall produce access bills in general conformance with accepted industry standards.

3.2.1.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

3.2.2 Distance Charges

3.2.2.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between the Company's Points of Presence as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia.

3.2.2.2 The airline distance between any two Points of Presence is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal coordinates for each POP from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two POPs; and the difference between the two "H" coordinates,

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3. PAYMENT AND BILLING (Cont'd)

3.2 Access Billing (Cont'd)

3.2.2 Distance Charges (Cont'd)

The airline distance between any two Points of Presence is determined as follows:  
(Cont'd)

- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

3.2.3 Suspension, Termination or Refusal of Service

- 3.2.3.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.
- 3.2.3.2 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.
- 3.2.3.3 The Company reserves the right to suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

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4. CONSTRUCTIVE ORDERING

4.1 General

By receiving from or handing off traffic to the Company's Network, the Customer will have constructively ordered the Company's Switched Access Service and is responsible for all charges incurred in connection with the use of such Service.

4.1.1 Constructive Ordering

A Constructive Order is initiated when Calls are delivered to or accepted from the Company by a Customer. By accepting Traffic from the Company or delivering Traffic to the Company's Network, the Customer agrees that it has ordered, and will pay for, the Company's Services pursuant to this Tariff. Similarly, the selection of an IXC as a PIC constitutes a Constructive Order for Switched Access Service by that IXC.

5. SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service provides for the use of switching and/or transport facilities or services to enable a Customer to utilize the Company's Network to accept Calls or to deliver Calls. Switched Access Service may be provided via a variety of means and facilities, where available, to be determined by the Company at its sole discretion.

ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Categories and Descriptions

The Company's Interstate Switched Access Service rate elements may include, but are not limited to, the following rate elements or their functional equivalents:

5.1.1.1 Switching: "Tandem Switching" denotes an intermediate switching function between the originating point of a Call and its final destination. This function can be provided by a tandem switch or functionally equivalent equipment. "Local Switching" denotes the switching functionality closest to the calling party or called party, as applicable. This function can be performed by a switch or functionally equivalent equipment. These switching functions are charged on a per-MOU basis, unless otherwise specified by the Company. "Information" services denote functions associated with the provision of directory assistance and call routing. Examples include Information/Intercept Surcharges.

5.1.1.2 Transport: Charges for the transmission of Calls. Transport rate categories may consist of three elements: a Transport Termination per path per MOU charge, a Transport Facility rate per mile per MOU charge, and a Transport Interconnection Charge rate per access MOU.

5.1.1.3 Network Charges: Charges that recover a portion of the costs of connecting to the telephone network. Examples include the Primary Interexchange Carrier Charge and Transport Interconnection Charge.

5.2 Switched Access Service Specifications – Company Requirements

5.2.1 Network Management

The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

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5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Switched Access Specifications – Customer Requirements (Cont'd)

5.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

5.2.3 Testing

Acceptance Testing and Routine Testing shall be mutually arranged by the Company and the Customer, as necessary.

5.2.4 Report Requirements

At the Company's request, the Customer is responsible for providing reports to the Company, if applicable. Such reports include:

- (a) Jurisdictional Reports – may be required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports. Whether such jurisdictional reports are necessary will be determined at the sole discretion of the Company.
- (b) Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)

5.3 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

5.3.1 Description and Application of Rates

Switched Access Service rates are generally of two types; recurring rates and non-recurring rates. Recurring rates include usage-based rates that are measured and billed on a per-minute of use (MOU) basis. Examples include the per-MOU Switched Access charges that are included in this Tariff. Recurring rates also include "flat" rates that are charged one time per month, regardless of usage. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include charges for technician charges for maintenance and repair.

5.3.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this Tariff, the Company's services may be established and provided at negotiated rates on an Individual Case Basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services involved, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities. Such ICB arrangements will be established solely at the Company's discretion. ICB rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

5.3.3 Pass-Through of Taxes and Regulatory Fees

The Company may, in its discretion and on a non-discriminatory basis, assess fees and surcharges, including, but not limited to state and federal taxes and regulatory fees.

ACCESS SERVICE

6. MISCELLANEOUS SERVICES

6.1 General

Miscellaneous services may be provided by the Company at the request of a Customer on an Individual Case Basis if such service arrangements are not offered under other sections of this Tariff and the service is available and within the Company's technical, personnel and capital resources. Charges may include non-recurring, recurring and/or special rates and charges, or combinations thereof.

6.1.1 Presubscription

Presubscription is the process by which an IXC is selected for the provision of interstate telephone service. This IXC is referred to as the Pnd User's Presubscribed Interexchange Carrier. If an unauthorized change takes place, the IXC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC Change Charge.

6.1.2 Maintenance of Service

The Customer shall be responsible for payment of a maintenance of service charge when the Company dispatches personnel to the customer's location and trouble is found to be with Customer facilities or equipment. Such charge will be billed on a time and materials basis, reflecting hourly rates for the Company's technicians, and materials charges established on an ICB.

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Effective: May 29, 2010

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6. MISCELLANEOUS ACCESS SERVICE

6.1 General (Cont'd)

6.1.3 International Blocking Service

Upon request, the Company will provide International Blocking Service at appropriately equipped Company Points of Presence. On each line or trunk for which International Blocking Service is ordered, the Company will block all direct-dialed international Calls that use the call sequence of 011+ or appropriate access code dialing arrangements for international calling. Terms and pricing for such service will be established on an ICB basis.

6.1.4 900 Blocking Service

Upon request, the Company will provide 900 Blocking Service at appropriately equipped POPs. On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed Calls placed to a 900 number. Terms and pricing for such service will be established on an ICB basis.

7. RATES AND CHARGES

7.1 General

Rates for Service and the other services listed in this Tariff will include recurring charges for the rate elements, applicable non-recurring charges and miscellaneous charges or combinations of same and are identified herein.

7.2 Switched Access Service

7.2.1 Recurring Rate Elements:

- (a) Local Switching, per MOU
- (b) Tandem Switching, per MOU
- (c) Tandem-Switched Facility, per MOU/mile
- (d) Tandem-Switched Termination, per MOU

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Effective: May 29, 2010

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ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)

7.2 Switched Access Service (Cont'd)

- (e) Presubscribed Interexchange Carrier Charge (if applicable)
- (f) Transport Interconnection Charge (if applicable)
- (g) Information Surcharge (if applicable)

7.2.2 Rates Reflect Tariffed Rates of Appropriate Incumbent Local Exchange Carriers

The Company's Interstate Switched Access Service recurring rates and applicable non-recurring charges mirror the rates for equivalent service tariffed by the Incumbent Local Exchange Carrier in whose serving area the Company is providing Service. The Company's rates for recurring services are set at the rates for equivalent services tariffed by the following Incumbent Local Exchange Carriers:

ILEC

Beehive Telephone Company, Inc. -  
Nevada\*

TARIFF

National Exchange Carrier Association,  
Tariff FCC No. 5, Sections 17.2.2, 17.2.3,  
and 17.4.4(K)

7.3 Other Services

7.3.1 Technician Hourly Rates

- (a) Rate per hour/per technician: \$75.00 per hour or portion of an hour.

7.3.2 Unauthorized PIC Change Charge

- (a) \$500.00 per unauthorized PIC change request submitted by IXC.

\* Beehive Telephone Company, Inc. - Nevada participates in the National Exchange Carrier Association Tariff FCC No. 5, and utilizes Rate Band Number 8 for Local Switching, Rate Band Number 7 for Local Transport and Rate Band Number 2 for Tandem Switched Transport.

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