

TELSCAPE COMMUNICATIONS, INC.

FCC Tariff No. 1
Original Sheet No. 1

INTERSTATE ACCESS SERVICES TARIFF

TELSCAPE COMMUNICATIONS, INC.
REGULATIONS, DESCRIPTIONS AND RATES
APPLICABLE TO FURNISHING INTERSTATE ACCESS SERVICES
FOR CONNECTION TO INTERSTATE COMMUNICATIONS
FACILITIES WITHIN THE OPERATING TERRITORY OF
TELSCAPE COMMUNICATIONS, INC.

Issued: November 20, 2001

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Issued By:

Jeff Compton
Director Carrier Relations
Telscape Communications, Inc.
606 East Huntington Drive
Monrovia, CA 91016
626.415.1000

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown. [* indicates new or revised sheet]

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	29	Original	57	1 st Revised
2	5 th Revised*	30	Original	58	1 st Revised
3	Original	31	1 st Revised	59	Original
4	Original	32	Original	60	Original
5	1 st Revised	33	Original	61	Original
6	Original	34	Original	62	Original
7	1 st Revised	35	Original	63	Original
8	2 ^d Revised	36	Original	64	Original
9	4 th Revised*	37	1 st Revised	65	Original
10	3 ^d Revised	38	1 st Revised	66	Original
11	2 ^d Revised	39	1 st Revised	67	Original
12	1 st Revised	40	1 st Revised	68	Original
13	1 st Revised	41	1 st Revised	69	1 st Revised
14	1 st Revised	42	1 st Revised	70	1 st Revised
15	1 st Revised	43	1 st Revised	71	1 st Revised
16	1 st Revised	44	Original	72	1 st Revised
17	1 st Revised	45	Original	73	1 st Revised
18	1 st Revised	46	Original	74	1 st Revised
19	1 st Revised	47	Original	75	Original
20	1 st Revised	48	Original	76	Original
21	Original	49	Original	77	Original
22	Original	50	Original	78	Original
23	1 st Revised	51	Original	79	1 st Revised
24	1 st Revised	52	1 st Revised	80	2 nd Revised
25	1 st Revised	53	1 st Revised	81	1 st Revised
26	1 st Revised	54	1 st Revised		
27	2 ^d Revised	55	1 st Revised		
27.1	1 st Revised	56	2 ^d Revised		
28	Original				

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APPLICATION

This tariff applies to interstate service supplied to Customers for origination, transport, and termination of interexchange communications traffic. (T)

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating, transporting, or terminating interstate (including international) communications. (T)

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

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

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.
- Z To signify a correction.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service

Access Services

Services provided by the Company, or jointly by the Company and one or more other carriers, that enable interexchange service providers to originate, transport, or terminate interexchange communications traffic from or to end users served by the Company or served by other carriers with whom the Company jointly provides interexchange communications traffic origination, transport, or termination.

(T)
|
(T)

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

(D)
(D)

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or TELSCAPE COMMUNICATIONS, Inc.

TELSCAPE COMMUNICATIONS, Inc., the issuer of this tariff, and its concurring subsidiaries.

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SECTION 1 – DEFINITIONS, Continued**Customer**

Any interexchange service provider that utilizes the Company's network, in whole or in part, to originate, transport, or terminate interexchange communications traffic directly or indirectly from end users. The term Customer also includes a Company end user with respect to the Company's provision of an end user line to the end user that enables the end user to originate or receive interexchange communications service. (T)

End Office

With respect to each end user line served by the Company, the "end office" is, in the case of communications originated by the end user, the first point of switching, and, in the case of communications terminated to the end user, the last point of switching.

Exchange Telephone Company

A company providing local exchange service or exchange access service. Commonly referred to as a local exchange carrier.

Interexchange Communications

Communications between geographic end points that are physically located in different exchange areas, irrespective of the rate centers, if any, that are associated with telephone numbers assigned to the calling and called parties' lines or that are otherwise used or assigned for purposes of completing or rating the communications. Interexchange communications includes, without limitation, communications commonly referred to in the industry as virtual foreign exchange or VNXX traffic, and interconnected VoIP traffic (as defined by 47 C.F.R. § 9.3). Interexchange communications also includes all toll-free (8XX) traffic, irrespective of the locations of the calling and called parties. For the purposes of this tariff, interexchange communications does not include calls, other than 8XX calls, between end users of commercial mobile radio services and the Company's end users when, at the time the call begins, the called and calling parties are both in the same major trading area.

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SECTION 1 – DEFINITIONS, ContinuedInterexchange Service Provider

Any person that: (i) using, in whole or in part, its own facilities (including facilities that are obtained by such person on a leased or other wholesale basis from other parties), provides, on a common carrier or private basis for compensation, transmission by any technology or communications protocol of interexchange communications; or (ii) provides prepaid calling card services; provided, that, for the purposes of this tariff, Interexchange Service Provider does not include any such person acting solely in the capacity of a provider of exchange access service with respect to such transmissions.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Local Calling Area

Local Calling Area refers to the area within which a call is deemed to be a local call for purposes of determining applicability of call termination compensation for Internet service provider (ISP)-bound calls, other jurisdictionally-interstate calls subject to reciprocal compensation, and the Company's VNXX Transport Service. Local Calling Areas vary from state to state as follows:

- 1) California: The area within 12 miles of the rate center associated with an end user's telephone number as set forth in the Local Exchange Routing Guide issued April 1, 2007, as revised from time to time thereafter. This publication may be obtained from Telcordia Routing Administration, 8 Corporate Place PYA 3N-141, Piscataway, NJ 08854, 1-866-672-4156. (C)
- 2) Nevada: Commencing at a Point of Beginning at the Southwest corner of Section 31, T.23S, R60E, in Clark County, Nevada, thence northerly to the Southwest corner of Section 19, T.22S, R60E, thence westerly to the Southwest corner of Section 19, T.22S, R59E, thence southerly to the Northeast corner of Section 1, T.23S, R58E, thence westerly to the Southwest corner of Section 31, T.22S, R58E, thence northerly to the Southwest corner of Section 18, T.22S, R58E, thence easterly to the Southwest corner of Section 15, T.22S, R58E, thence northerly to the Northwest corner of Section 22, T.21S, R58E, thence easterly to the Southwest corner of Section 13, T.21S, R58E, thence northerly to the Northwest corner of Section 36, T.20S, R58E, thence easterly to the Southwest corner of Section 30, T.20S, R59E, thence northerly to the Northwest corner of Section 7, T.18S, R59E, thence easterly to the Southwest corner of Section 2, T.18S, R59E, thence northerly to the Northwest corner of Section 2, T.17S, R59E, thence easterly to the Northeast corner of Section 36, T.16, R60E, thence southerly to the Southeast corner of

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SECTION 1 – DEFINITIONS, Continued

Local Calling Area (cont'd)

2) Nevada (cont'd) Section 36, T.16, R60E, thence easterly to the Southwest corner of Section 31, T.16S, R63E, thence northerly to the Northwest corner of Section 6, T.16S, R63E, thence easterly to the Northwest corner of Section 6, T.16S, R65E, thence southerly to the Southeast corner of Section 36, T.16, R64E, thence easterly to the Northwest corner of Section 12, T.17S, R65E, thence southerly to the Southwest corner of Section 36, T.20S, R65E, thence easterly to the Northwest corner of Section 1, T.21S, R65E, thence southerly to the North Shore Line of Lake Mead, thence westerly and southerly along the North Shore line of Lake Mead, thence Southeasterly, along the shore line to Hoover Dam, thence Southeasterly along the Dam to the Nevada-Arizona boundary, thence Southerly along the Nevada-Arizona boundary to the Southerly line of T.23S., thence Westerly to the Southwest corner of Section 36, T.23S., R.63 ½ E., thence Northerly to the Southeast corner of Section 25, T.23S., R.63E., thence Westerly to the Southwest corner of Section 28, T.23S., R.63E, thence Northerly to the Northwest corner of Section 16, T.23S., R.63E., thence Westerly to the Southwest corner of the East Half (E ½) of Section 10, T.23S., R.62E., thence Northeasterly to the Southeast corner of the West Half (W ½) of Section 35, T.22S., T.62E., thence Westerly to the Northwest corner of Section 5, T.23, R62E, thence southerly to the Southeast corner of Section 31, T.23, R62E, thence westerly to the Point of Beginning. (M)

Network

Refers to the Company's facilities, equipment, and services that are used by the Company in providing telecommunications services to its customers, including, without limitation, facilities, equipment, and services for such use that are obtained by the Company on a leased or other wholesale basis from other carriers.

Service Commencement Date

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

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

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SECTION 1 – DEFINITIONS, Continued

Signaling Point (SP)

The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

(M)

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

(M)

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

(D)

(D)

Toll Free or 8XX

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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SECTION 2- REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service established to Customers through direct access between Customer's facilities and the Company's network is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders, which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

(D)

(D)

2.1.4 Limitations on Liability

- A) Except in the case of liability arising out of willful misconduct, fraudulent conduct, violations of law, or gross negligence on the part of the Company, the liability of the Company to Customer or any third party for damages, including, without limitation, damages for injury to property and damages for injury or death to persons, arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff shall in no event exceed an amount equal to the pro rated charges to the Customer, for the period during which the services or facilities were affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect. Further, in no event shall the Company be liable for indirect, special, incidental, reliance, consequential, damages, including, but not limited to, loss of revenue or profits.
- B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer or end users; or (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company. (T)
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer, end users, or third parties; and any law, order, regulation or other action of any governing authority or agency thereof; (T)
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with end user- or Customer-provided facilities or services; (T)

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer or end user obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer or end user, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding; (T)
- 7) Defacement of or damage to Customer or end user premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof; (T)
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer or end user, or the construction, installation, maintenance, presence, use or removal of the Customer's or end user's facilities or equipment connected, or to be connected to the Company's facilities; (T)
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; (T)

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

- E) The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or an end user, or by any other party, for any personal injury to (T)
or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer, end user or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or service not provided by the Company. (T)

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer, an end user, or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer, an end user, or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. (T)
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer or an end user, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities. (T)
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

I) 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.

J) Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or an end user. (T)
(T)

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.5 Provision of Equipment and Facilities

- A) Except as otherwise indicated, end user- or Customer-provided station equipment at the end user's or Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company. (T)
- B) The Company shall not be responsible for the installation, operation or maintenance of any end user- or Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for: (T)
 - 1) through transmission of signals generated by end user- or Customer-provided equipment or for the quality of, or defects in, such transmission; or (T)
 - 2) the reception of signals by end user- or Customer-provided equipment; or (T)
 - 3) network control signaling where such signaling is performed by end user- or Customer-provided network control signaling equipment. (T)

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SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.6 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the end user or Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits. (T)

2.2.2 The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.

2.2.3 The Company may require an end user or Customer to immediately shut down its transmission if such transmission is causing interference to others. (T)

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer****2.3.1 Customer Premises Provisions**

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements

A) In the cases of facilities and services provided under this tariff that may be used by the Customer to originate, transport, or terminate both intrastate and interstate interexchange communications traffic, the Company, where jurisdiction can be determined from the call detail, will bill usage-based charges at the applicable rates for intrastate and interstate traffic based on such call detail. Except as otherwise specifically provided in this tariff, in the cases of such facilities and services for which non-usage-based charges apply, or for which the Company cannot determine jurisdiction from call detail, the Company will assess applicable intrastate and interstate rates based on projected percentage of interstate use (“PIU”), determined as follows. When call detail is adequate to determine the appropriate jurisdiction of originating minutes, projected originating PIU will be developed on a monthly basis by end office trunk group by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes. For terminating minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with a PIU for terminating minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU Factor, PIU for terminating minutes will be deemed the same as the PIU for originating minutes. When a Customer orders direct connect switched access service, the Customer shall supply a projected originating PIU for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for originating access. This percentage shall be used by the Company as the projected PIU for such call detail. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3 B) following.

(T)

(T)

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A) (cont'd)

For purposes of assessing non-usage-based interstate rates, the Company will apportion the subject facilities and services between jurisdictions based on the weighted average of the originating and terminating PIUs. (T)

If the Customer has no originating traffic or originating call detail is insufficient to determine the originating PIU, and the Customer has not supplied an originating PIU factor as provided herein, the Company will utilize an assumed PIU factor of 50% for billing originating minutes. If the Customer has not provided a terminating PIU, the Company will utilize an assumed PIU factor of 50% for billing terminating minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Company will utilize an assumed PIU factor of 50% for billing such access minutes. If the Customer subsequently provides a PIU factor, the Company will update the Customer's PIU factors, prospectively, within fifteen (15) business days.

B) The Customer shall use actual call detail as the basis for developing projected PIUs. Except as otherwise specifically provided in this tariff: if sufficient call detail is not available, the Customer shall consider every call terminated to the Company that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call originated by the Company that exits the Customer's network at a point in a state different from the state in which the calling station is located to be interstate; and the Customer shall consider every call terminated to the Company that enters the Customer's network at a point outside the state where the called station is located to be interstate and every call originated by the Company that exits the Customer's network at a point in the same state in which the calling station is located to be intrastate. (T)

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

C) [reserved]

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D) [reserved]

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SECTION 2- REGULATIONS, Continued**2.3 Obligations of the Customer (cont'd)****2.3.3 Jurisdictional Report Requirements (cont'd)**

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected PIU. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the PIU for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding. (T)

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- F) The Customer reported projected PIU as set forth in Section 2. 3. 3 A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with switched access service until the end of the quarter during which the service was activated. Thereafter, a projected PIU for such apportionment will be developed quarterly by the Company based on the data used to develop the projected PIU as set forth in Section 2.3.3 A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a PIU to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient call detail records from which the PIU can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company's request.
- H) The Customer may provide an additional PIU for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The PIU may be provided per individual facility or at the billing account level. Should the Customer not provide a PIU, the Company will use the reported aggregated PIU.
- I) Notwithstanding anything to the contrary in this tariff or any other interstate or intrastate tariff issued by the Company, all traffic originated by a Company end user that is terminated, directly or indirectly, by Customer to an Internet service provider, including, without limitation, an Internet service provider that is the same as or is affiliated with the Customer, as well as third party Internet service providers, shall conclusively be deemed interstate traffic.

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SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.4 VNXX Transport Reporting Requirements

- A) Each Customer utilizing the Company's VNXX Transport Service shall keep sufficient call detail records from which VNXX Transport Service usage can be ascertained and shall, on the fifteenth day of each calendar month, provide the Company with a report of such usage, on a total access minutes-of-use basis, for the immediately prior calendar month. Such report shall be delivered in writing to: (C)

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Upon request of the Company, the Customer shall make the call detail records available for inspection. Such a request will be initiated by the Company no more than once each 6 months. The Customer shall supply the data within 30 calendar days of the Company's request. (T)
(T)

- B) If such a Customer is unable, or otherwise fails, to provide accurate VNXX Transport usage information to the Company on a monthly basis, the Company shall be entitled to presume that 100% of traffic routed by the Company to the telephone number used by the Customer to provide virtual foreign exchange or VNXX service to its end user was completed via the Company's VNXX Transport Service. (T)
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SECTION 2- REGULATIONS, Continued**2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2- REGULATIONS, Continued**2.5. Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. 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 between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) 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.
- B) A deposit may be required in addition to an advance payment.

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SECTION 2- REGULATIONS, Continued**2.5 Customer Deposits and Advance Payments (cont'd)****2.5.2 Deposits (cont'd)**

- C) When a service or facility 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 or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements**2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for 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 Network Services.

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SECTION 2- REGULATIONS, Continued**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges**

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

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. (T)

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SECTION 2- REGULATIONS, Continued**2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges (cont'd)**

- E) If any portion of the 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 upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 2- REGULATIONS, Continued**2.6 Payment Arrangements (cont'd)****2.6.3 Billing Disputes****A) General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have 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, 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.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 2- REGULATIONS, Continued**2.6 Payment Arrangements (cont'd)****2.6.3 Billing Disputes (cont'd)****C) Adjustments or Refunds to the Customer**

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) 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, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) 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 but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) 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.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action: The Customer may request and the Company will provide an in-depth review of the disputed amount.

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SECTION 2- REGULATIONS, Continued**2.6 Payment Arrangements (cont'd)****2.6.4 Discontinuance of Service for Cause**

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) 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.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) 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.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause (cont'd)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), 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 (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (T)

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Switched Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following. (T)

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 2- REGULATIONS, Continued2.6 Payment Arrangements (cont'd)2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd) (T)

The Company will handle ordering, rating and billing of Switched Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Switched Access Service as follows. (T)

- A) For Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service. (T)

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The charges for the Transport elements will be determined as set forth in (B) through (D) following. All other appropriate charges in each Exchange Telephone Company tariff, including, without limitation, local (end office) switching and trunk port charges where end office switching is provided by the Company, are applicable.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (cont'd) (T)

B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following. (T)

2) For Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following. (T)

(a) Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Local Transport Facility per
mile per access minute rate
by

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (T) (cont'd)

B) (cont'd)

2) (cont'd)

(a) (cont'd)

the Company's billing percentage factor.

(b) Multiply:

The number of access minutes
by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (T) (cont'd)

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.

2) For Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below: (T)

Multiply:

The number of access minutes
by

the number of airline miles as determined in (1) preceding
by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate
by

the Company's billing percentage factor.

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (cont'd) (T)

D)

- 1) For originating or terminating access traffic routed through a Company operated tandem office, the Tandem Switching charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to charges for Tandem Switching, Entrance Facility or Multiplexer. (T)

E) The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. (T)

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SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (T) (cont'd)

- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet point billing arrangement.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

2.6.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on

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SECTION 2- REGULATIONS, Continued2.6 Payment Arrangements (cont'd)2.6.8 Customer Overpayment (cont'd)

Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2.7 Allowances for Interruptions in Service2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) 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) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate 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.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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SECTION 2- REGULATIONS, Continued**2.7 Allowances for Interruptions in Service (cont'd)****2.7.4 Application of Credits for Interruptions in Service (cont'd)**

- F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 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.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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SECTION 2- REGULATIONS, Continued**2.8 Cancellation of Service/Termination Liability (cont'd)****2.8.1 Termination Liability (cont'd)**

- 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 Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Customer Liability for Unauthorized Use of the Network**2.9.1 Unauthorized Use of the Network**

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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SECTION 2- REGULATIONS, Continued2.9 Customer Liability for Unauthorized Use of the Network (cont'd)2.9.1 Unauthorized Use of the Network (cont'd)B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 2- REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 2- REGULATIONS, Continued

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer traffic will either be measured (i.e., recorded or assumed) by the Company at end office switches or tandem switches or as reported to the Company by access service providers participating in the completion of such traffic. In the event Customer message detail is not available, the Company will estimate the volume of lost Customer minutes of use based on previously known values.

(T)

For originating access calls, usage measurement begins when the originating switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

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

For terminating access calls, the measurement of usage begins when the terminating switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls, the measured minutes are chargeable minutes. Where assumed minutes are used, the assumed minutes are the chargeable minutes.

(T)

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SECTION 2- REGULATIONS, Continued

2.10 Application of Rates (cont'd)

2.10.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. (T)

Minutes of use or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest minute for each end office. (T)

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the points, as established by geographic coordinates referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. (T)

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SECTION 2- REGULATIONS, Continued

2.10 Application of Rates (cont'd)

2.10.2 Rates Based Upon Distance (cont'd)

- B) The airline distance between any two points is determined as follows: (T)
- 1) Obtain the "V" and "H" coordinates for each point from the above-referenced NECA tariff. (T)
 - 2) Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates. (T)
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - 7) Formula =
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

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SECTION 2- REGULATIONS, Continued

2.10 Application of Rates (cont'd)

2.10.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end points of the facility. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2. (T)

The Local Transport Facility mileage rates are shown in Section 5.1.2. in terms of per mile per minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of minutes. (T)

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Access Services

- A) Switched Access Service provides a Customer with the ability to utilize the Company's exchange access network, alone or in conjunction with services and facilities of other exchange access service providers, for the purpose of completing interexchange communications. The service provides a Customer who is an end user of the Company's local exchange service with common line functionality for the origination and completion of interexchange communications over the end user's exchange access line. For Interexchange Service Providers, the service provides transport capability or switching, or both, to enable traffic to be transmitted between a Customer's point of presence (POP) and the Company's end users or end users of carriers with which the Company jointly provides access services. Interexchange calls in both the originating and terminating direction will be completed for all Interexchange Service Providers with whom the Company has direct or indirect interconnection. Switched Access Service for Interexchange Service Providers is provided, when the Company's end office switching facilities are used, as a Feature Group D or similar type trunk side connection. Interexchange calls placed by end users to toll-free (800, etc.) numbers will be completed, subject to any applicable terms and conditions in Section 3.1.3.(A). Interexchange calls placed by end users utilizing 500, 700, and 900/976 codes or prefixes will be blocked. (T)
- B) VNXX Transport Service is a subset of Switched Access Service that provides a Customer with the ability to utilize the Company's network, including, without limitation, transit services and facilities furnished to the Company by other exchange access providers, to transport disparately rated and routed, locally-dialed interexchange calls (i.e., virtual foreign exchange or VNXX calls) from a Company end user to a Customer end user that is physically located outside of the Company end user's Local Calling Area. (T)
- C) Rates and charges for Switched Access Service are set forth in Section 5 following. The application of rates for Switched Access Service is described in Section 3.1.2 following. (T)

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SECTION 3 - SERVICE DESCRIPTIONS, Continued3.1 Access Services (cont'd)3.1.1 Access Service Request

- A) An Access Service Request (“ASR”) must be submitted by a non-end user Customer to obtain Switched Access Service over a direct interconnection between the Customer’s POP and the Company’s network. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information: (T)

The ASR shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto. (T)

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer’s POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options.

When FGD is ordered by specifying the number of trunks and end office and routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem
- the Local Transport and Local Switching options desired, and an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company’s access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

When a Customer orders FGD, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(D)
(D)

B) Access Service Request Date Intervals

The Company will provide a service date interval consistent with the service interval dates provided by the incumbent local exchange carrier in the same service territory and from which the Company obtains facilities utilized to provide services to the customer.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1 Access Service Request (cont'd)

C) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

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SECTION 3 - SERVICE DESCRIPTIONS, Continued3.1 Access Services (cont'd)3.1.1 Access Service Request (cont'd)C) Access Order Modifications (cont'd)1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.2.

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Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and the charges as set forth in Section 3.1.1 (D) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. 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 Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.2.

If a change of service date is required, the Service Date Change Charge will also apply.

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When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued3.1 Access Services (cont'd)3.1.1 Access Service Request (cont'd)D) Cancellation of an Access Order

- 1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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- 2) When a Customer cancels Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
 - (b) If the Company misses a service date for an Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.
- 3) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. Additionally, a new minimum period will be established.
 - (1) A move to a different building.
 - (2) A change in the type of service.
 - (3) A change in the Switched Access Service Interface Group
 - (4) A change in the STP Access Link
 - (5) A change in the STP Port
 - (6) A change in the Company-provided Switched Access Service to a Collocated Interconnection arrangement of vice versa

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SECTION 3 - SERVICE DESCRIPTIONS, Continued3.1 Access Services (cont'd)3.1.1 Access Service Request (cont'd)E) Minimum Period

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

F) Minimum Period Charges

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 equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: Service Order Charge, Installation of Service and Service Rearrangements.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued3.1 Access Services (cont'd)3.1.1 Access Service Request (cont'd)G) Nonrecurring Charges (cont'd)1) Service Order Charge

Nonrecurring charge which applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.

2) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

3) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (2) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

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When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

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

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.1. Access Service Request (cont'd)

H) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- End User Access Service
- Local Transport
- End Office

A) End User Access Service

The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its local exchange tariff.

1) General Description

End user Access provides for the use of an End User Common Line (EUCL) for interstate calls. Monthly EUCL charges will be billed to the end user of the associated Local Exchange Service.

2) Limitations

- (a) A telephone number is not provided with End User Access.
- (b) Detail billing is not provided with End User Access.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) End User Access Service (cont'd)

2) Limitations (cont'd)

(c) Directory listings are not included with End User Access.

(d) Intercept arrangements are not included with End User Access.

B) [Reserved]

(T)

(D)

(D)

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

C) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises (POP) or collocated interconnection location and the end office switch(es) where the Customer's traffic is switched to originate or terminate its communications. (T)

Charges for Local Transport service are computed in accordance with Section 2.6.6 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved).

The following paragraphs describe the Local Transport rate elements.

Local Transport - Common Switched Transport

1) Common Switched Transport

Common Switched Transport provides the transmission from the Serving Wire Center of the Customer's POP to the end office of the end user customer.

Common Switched Transport charges include tandem switching and transport termination elements, which are applied on a per minute of use basis, and a transport facility element, which is applied on a per mile, per minute basis. (T)
|
(T)

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

D) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from end users served by the Company's end office. The End Office rate category consists of the Local Switching rate and Trunk Port rate, which are applied on a per minute of use basis. (T)

1) Local Switching

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes. (T)

2) Trunk Port

The Trunk Port rate element provides for the facilities and functions, other than transport, that are necessary to complete communications between an end office and tandem switch. (T)

3.1.3 Other Rate Categories

A) 8XX Data Base Access Service

1) Customer Identification and Delivery Charge

The 8XX Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Customer and the delivery of the dialed 8XX ten digit number. The charge is assessed to the Customer on a per query basis, as referenced in section 5.2.1 following, and may include an area of service which may range from a single NPA/NXX to an area consisting of all interstate LATAs and NPAs.

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.2 Miscellaneous Services

3.2.1 8XX Data Base Access Service

800 Data Base Access Service is a service utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point, which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

3.2.2 [Reserved]

(T)

(D)

(D)

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SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.2.2 [Reserved] Continued

(T)

(D)

(D)

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SECTION 4 - BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service

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

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided via electronic mail only.

BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.

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SECTION 4 - BILLING AND COLLECTION SERVICES, Continued4.1 Billing Name and Address Service (cont'd)4.1.1 Undertaking of The Company

- A) The Company will respond within ten (10) business days of receipt of a customer's manual request (mailed or faxed) for end user BNA information.
- B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records
- C) 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 was originated.

4.1.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address 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.

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SECTION 4 - BILLING AND COLLECTION SERVICES, Continued4.1 Billing Name and Address Service cont'd.)4.1.2 Obligations of the Customer (cont'd)

- 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.
- D) When the customer orders BNA Service for interstate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

4.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 5.2.4.

The Service Establishment Charge and Record Transmission Charges apply to BNA Service. Record Transmission Charges are charged on a per order basis and as a usage rate which applies to each individual message (ANI) ordered . The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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SECTION 4 - BILLING AND COLLECTION SERVICES, Continued

4.1 Billing Name and Address Service (cont'd)

4.1.3 Rate Regulations (cont'd)

A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service.

- B) The BNA Record Transmission Charge applies on a per order basis and additionally a usage rate which applies per each ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available.

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SECTION 5 - RATES

5.1 Switched Access Service

5.1.1. <u>End User Common Line (EUCL)</u>	<u>Monthly</u>	
A) Pacific Bell Telephone Company area:	\$ 4.38	(I)
B) Verizon California Inc. area:	\$ 6.50	(I)
C) Embarq Nevada area	\$ 3.78	(R) (D) (D)
5.1.2. <u>Nonrecurring Charges</u>	<u>Nonrecurring</u>	
A) Service Implementation		
(1) Access Order Charge	\$ 60.00	
- Per Access Request		
(2) Installation Charge		
- Per Trunk	\$ 115.00	
B) Service Date Change		
- Per Access Order	\$ 25.00	
C) Design Change/Partial Cancellation Charge		
- Per Access Order	\$ 50.00	
D) Network Blocking / FGD Only		
- Per Blocked Call	\$0.0130	

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SECTION 5 – RATES, Continued

5.1.1. Switched Access Service (cont'd)

5.1.3. [Reserved]

5.1.4. Local Transport

Common Switched Transport

	Pacific Bell area	Verizon California area	Embarq Nevada area
Transport Termination	Zone 1 - \$0.000075 (I) Zone 2 - \$0.000130 (I) Zone 3 - \$0.000240 (I)	\$0.0000067	Zone 1 - \$0.000324 Zone 2 - \$0.000333 Zone 3 - \$0.0003690
Transport Facility	Zone 1 - \$0.000015 (I) Zone 2 - \$0.000025 (I) Zone 3 - \$0.000044 (I)	\$0.0000021	Zone 1 - \$0.000017 Zone 2 - \$0.000015 Zone 3 - \$0.000019
Tandem Switching	Zone 1 - \$0.000512 (I) Zone 2 - \$0.001042 (I) Zone 3 - \$0.001750 (I)	\$0.0003038	Zone 1 - \$0.002052 Zone 2 - \$0.002106 Zone 3 - \$0.002260

5.1.5. End Office

	Pacific Bell area	Verizon California area	Embarq Nevada area
Local Switching	\$0.002692* (R)	\$0.0019019	\$0.004130
Trunk Port	\$0.0047120	\$0.0007207	\$0.000363

* Note: Reduction to local switching rate effective as of June 30, 2007.

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SECTION 5 – RATES, Continued

5.2.	<u>Additional Services</u>		<u>Rate</u>	
	5.2.1. <u>8XX Data Base Access Service</u> (assessed per query)			
		Pacific Bell area	Verizon California area	Embarq Nevada area
	Database Query	\$0.00479 (R)	\$0.00479 (R)	\$0.012072 (I)
	5.2.2 [Reserved]			(T) (D)
5.2.	<u>Additional Services (cont'd)</u>		<u>Rate</u>	
	5.2.3. [Reserved]			(T) (D)
	5.2.4. <u>BNA</u>			
	A) Service Establishment		\$250.00	
	B) Record Transmission Charge			
	1) Per Order		\$100.00	
	2) Per Message		\$1.00	

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