

ACCESS SERVICES

Interstate Access Services

Regulations and Rates

Of

FIDELITY COMMUNICATION SERVICES III, INC.

This includes the charges, terms, and conditions of service for the provision of interstate communications services by Fidelity Communication Services III, Inc. between locations in the United States where the Company is not an incumbent provider.

This applies to the provision of Switched Access, Special Access Services, and other miscellaneous communications services provided as specified herein.

ACCESS SERVICES

CHECK SHEET

All pages of this tariff listed below are effective as of the date shown.

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All pages of this tariff listed below are effective as of the date shown.

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

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

ABBREVIATIONS

- B8ZS Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS Digital Cross Connect System.
- DS0 Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

ACCESS SERVICES

EXPLANATION OF SYMBOLS AND ABBREVIATIONS, *cont'd.***ABBREVIATIONS, *cont'd.***

DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the Districts of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, *cont'd.*

ABBREVIATIONS, *cont'd.*

LEC Local Exchange Company.

Mbps Megabits per second; millions of bits per second.

N/A Not Available.

OC-12 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

POP Point of Presence.

PIU Percent Interstate Usage

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SECTION 1 – DEFINITIONS

The following definitions are applicable to this tariff:

Access Code – Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXX, 950-XXX, or 950-1XXX.

Access Minutes – Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem – A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account – The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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

Bit – The smallest unit of information in a binary system of notation.

Bits Per Second (bps) – The number of bits transmitted in a one second interval.

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

Central Office – A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel – A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, *cont'd.*

Communications System – Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation – Carrier facilities and/or equipment located in LEC central offices.

Commission – Federal Communications Commission.

Company – Fidelity Communication Services III, Inc.

Customer – Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this document and is responsible for the payment of charges.

Customer Agreement – The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises – The premises specified by the Customer for termination of Access Services.

Customer Point of Presence – The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport – A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Dual Tone Multifrequency (DTMF) – tone signaling, also known as touch tone signaling.

End Office Switch – A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, *cont'd.*

End User – Any person, firm, partnership, corporation or other entity which lawfully uses the service of the Company under the terms and conditions of this tariff. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

Entry Switch – First point of switching.

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

Facilities – Denotes any coaxial lines, cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching – The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Hertz – A unit of frequency equal to one cycle per second.

Holidays – New Year's Day, Independence Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1 – DEFINITIONS, *cont'd.*

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on specific circumstances of the case.

Interexchange Carrier (IC) – Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

Interstate – For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications – Any communications which originate and terminate within the same state.

Local Access and Transport Area (LATA) – A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area – A geographical area, as defined in the Company's local or general exchange service in which an end user may complete a call without incurring toll usage charges.

Message – A Message is a Call as defined above.

N/A – Not Available.

Off-Hook – The active condition of Switched Access Service or a telephone exchange line.

On-Hook – The idle condition of Switched Access Service or a telephone exchange line.

On-Net – Customer and End User locations served directly by the Company's network facilities.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, *cont'd.*

Off-Net – One or more Customer or End User locations not served directly by the Company's network facilities.

Originating Direction – The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Presence – The physical location of an interexchange carrier's facilities.

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

Premises – The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center – The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access – See Dedicated Access.

Terminal Equipment – Customer provided telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction – The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

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

ACCESS SERVICES

SECTION 1 – DEFINITIONS, *cont'd.*

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

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

United States – The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Wire Center – A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.1 Undertaking of the Company**

The Company's competitive services offered under this tariff are furnished to Customers for communications purposes. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 Service is offered subject to the availability of the necessary facilities and may be limited from time to time for reasons beyond the control of the Company. Service is limited to areas where the Company offers competitive services.

2.2.2 The Company has the right to limit the manner in which any portion of its telecommunications network ("Network") is used to protect the technical integrity of the network.

2.2.3 The Company may discontinue or limit service, or impose requirements as required to meet changing regulatory rules or when such rules have a material, adverse effect on providing service, as determined by the Company in its reasonable judgement.

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer must not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions as well as all conditions of service contained in this tariff shall apply to all such permitted transferees or assignees.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.4 Use of Service**

- 2.4.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.4.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. Such notification does not limit or terminate the Customer's responsibility for all use of service billed to its account. The Customer may advise other persons that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 2.4.5** The Company's equipment, channels and lines must be carefully used. The Customer is responsible for any loss of, or damage to, the system equipment arising out of the negligent or willful act or omission of the Customer or its agents, employees, authorized users, or independent contractors.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.5 Discontinuance and Restoration of Service**

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.5 Discontinuance and Restoration of Service, *cont'd.*****2.5.2 Cancellation by the Company**

For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges and may be assessed a returned check charge.

For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.5 Discontinuance and Restoration of Service, *cont'd.*****2.5.3 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.

Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.5.4 Termination Liability

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

- (a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the customer, plus;
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, plus;
- (c) all recurring charges specified in the applicable Service Order for the balance of the then current term; and
- (d) the invoice price of the Customer equipment that the Company has elected to provide for the Customer.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.6 Cancellation or Modification of Application for Service**

Where the Customer or applicant cancels an application for service prior to receipt of the firm order confirmation (FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the service date is expedited, additional charges to advance the installation will be charged to the Customer.

Where installation of service has been started (after FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the due date is changed by the Customer after the installation has started or was scheduled, additional charges could be applicable for rescheduling the installation at a later time.

If the Customer requests the Company to re-engineer any services after the exclusion of an application for service, the Customer will be liable for a re-engineering fee applied on an individual case basis.

2.7 Minimum Period

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

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.8 Billing and Payments**

2.8.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in Section 2.7 will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of a bill.

2.8.2 All bills for service provided to the Customer by the Company are due (payment due date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds.

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

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

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.8 Billing and Payments, *cont'd.*****2.8.3 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved**

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local (or remote) Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local (or remote) switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company upon request must notify the Customer of: 1) the meet point that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.*

2.8 Billing and Payments, *cont'd.*

2.8.3 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved, *cont'd.*

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

2.8.3.1 The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Host Switching Center.

2.8.3.2 Separate bills will be rendered by the Exchange Carrier for FGD access service.

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

The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.9 Claims and Disputes**

In the event the Customer disputes any charges billed to it by the Company, the Customer must submit a documented claim for the disputed amount. All claims must be submitted to the Company within 120 days of receipt of billing for those services or any such claims will be waived.

- 2.9.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.9.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.8.2.
- 2.9.3** In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.9.4** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.9.5** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.8.2.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.10 Payment of Deposits**

- 2.10.1** The Company, in order to safeguard its interest, may require a Customer which has a proven history of late payments to the Company, or does not have established credit, to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer having established credit and no history of late payments to the Company.
- 2.10.2** The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.10.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance remaining will be refunded. After the Customer has established a one-year prompt payment record, the deposit will be refunded or credited to the Customer account prior to the termination of service to the Customer.
- 2.10.4** A cash deposit, for the period the deposit is held by the Company, will accrue simple annual interest of 9% for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.10.5** If the amount of a deposit proves to be less than the Customer's average service charges for a two-month period, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.11 Inspection, Testing and Adjustment**

2.11.1 The Company may, upon reasonable notice and from time to time, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the Customer's departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.11.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is not requested by the Customer.

2.12 Interconnection

2.12.1 Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this and the other common carriers.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.12 Interconnection, *cont'd.***

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, in addition to other remedies available at law, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.13 Liability of the Company

2.13.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.13.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.13.3 When the services or facilities of other companies are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees. This includes the provision of a signaling system database by another company.

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SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.13 Liability of the Company, *cont'd.***

- 2.13.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.13.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer or the Customer's agents, other carriers or providers of telecommunications services, End Users, or customers, or by facilities or equipment provided by the Customer.
- 2.13.6** The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.13 Liability of the Company, *cont'd.*****2.13.7 Network Management**

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.19.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.5.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.*

2.14 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorneys fees) against:

2.14.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

2.14.2 Claims for infringement of patents arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

2.14.3 All claims of any kind by the Customer's End User's; and

2.14.4 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users or customers, in connection with any service or facilities or equipment provided by the Company.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.15 Taxes**

Applicable federal excise tax and state and local sales, use, and similar taxes, fees and surcharges, including taxes or fees to support universal service, are not included in the rates set forth in this tariff, and shall be separate line items.

2.16 Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.17 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

2.17.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For Jurisdictional reports required for Switched Access, see Section 2.18.6 of this tariff.

2.17.2 If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will not be provided according to the applicable rules and regulations of this tariff.

2.17.3 If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.

2.17.4 If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.18 Obligations of the Customer****2.18.1 Damages**

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

2.18.2 Ownership of Facilities

Other than the facilities, equipment or devices provided by the Customer, the Company will provide, install, maintain, operate and control any equipment, cable or facilities associated with or connected to the Network ("System Equipment"). Unless otherwise provided, the Company is responsible for the cost of purchasing, and installing all system equipment and such system equipment is and remains the property of the Company. The Company may remove or replace its system equipment at any time.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.18 Obligations of the Customer, *cont'd.*****2.18.3 Equipment Space and Power**

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

2.18.4 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

If a Customer requests the Company to perform engineering or design services with respect to Customer's equipment, the Customer will be liable for engineering fees as determined on an individual case basis.

2.18.5 Network Contingency Coordination

The Customer shall, in cooperative with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters affecting telecommunications service.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.18 Obligations of the Customer, *cont'd.*****2.18.6 Jurisdictional Reporting for Switched Access**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

2.18.6.1 Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or local (or remote) Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local (or remote) Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.18.6.1.1 For Feature Group D Switched Access Service(s) where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.18.6.1.2 For Feature Group D with 950 Access the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.18 Obligations of the Customer-, *cont'd.*****2.18.6 Jurisdictional Reporting to Switched Access, *cont'd.*****2.18.6.1 Originating Access, *cont'd***

2.18.6.1.3 For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.18.6.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.18.6.2 Terminating Access

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

2.18.6.3 Except where the Company measured access minutes are used as set forth in 2.18.6.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor. The revised report will serve as the basis for future billing and will be effective on the next bill date.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.18.6 Jurisdictional Reporting to Switched Access, *cont'd.*****2.18.6.4 Jurisdictional Reports Verification**

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

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.19 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.19 Allowances for Interruptions in Service, *cont'd.*****2.19.1 Credit for Interruptions**

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

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

2.19.1.3 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:

(a) if interruption continues for less than 24 hours:

1/1440th of the monthly rate per 30 minute outage up to and including a 24-hour period.

(b) if interruption continues for more than 24 hours:

1/144th of the monthly rate per a 3 hour outage.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.19 Allowances for Interruptions in Service, *cont'd.*****2.19.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Company continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

ACCESS SERVICES

SECTION 2 – TERMS AND CONDITIONS, *cont'd.***2.20 Use of Company Name, Logo, and Service Mark**

A Customer may not use the Company's name, logo, or service mark in connection with a Customer's marketing of services to end users, even where those services include services supplied by the Company.

2.21 Provisions of Equipment and Facilities

2.21.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

2.21.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.21.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service**3.1 General**

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

3.1.1 Ordering Conditions: The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same End User Premises on a single ASR. All details for services for a particular order must be identical.

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

- a. Customer name and Premise(s) address(s);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone number(s) for the following provisioning activities;

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days, or as soon as reasonably possible, after the date on which all information needed to process the ASR has been received by the Company.

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd.***3.1 General, *cont'd.*****3.1.1 Ordering Conditions, *cont'd.***

Orders for Feature Group D Switched Access Service must specify the number of trunks required. In addition, the order must indicate whether the Switched Transport ordered is for Entrance Facilities or Direct-Trunked Transport.

3.1.2 Provision of Other Services: Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required the Customer may cancel the order and no charges will apply. Rates and charges for Additional Engineering will be determined on an individual case basis (ICB).

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd.*

- 3.2 Access Order:** In most instances, an ASR is required by the Company to provide a Customer both Switched and Special Access Service, as described herein. An ASR will required for each new similar service arrangement or group of common circuits.

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

When placing an order for Direct Trunk Transport the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

For Feature Group D Switched Access Service, the Customer shall specify the number of trunks. The Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

When ordering FGD with SS7 Signaling the Customer shall specify the signaling point codes and trunk circuit identification codes. The Customer must also identify the Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service link associated with the FGD trunk group.

For all Special Access Services, the Customer must specify the customer designated premises or Hubs involved, the type of service (e.g., Video, Voice Grade High Capacity, etc.), the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each premises may, at the request of the Customer, be different but all such interfaces shall be compatible.

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd.***3.2 Access Order, *cont'd.***

When a Customer desires Switched Access Service to an end office that is a remote switching office, the Customer must order from the host office which controls the remote switching office since all traffic to and/or from a remote switching office must be routed through the host office.

3.2.1 Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

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

3.2.1.1 Standard Interval: The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

3.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd*.**3.2 Access Order, *cont'd*****3.2.1 Access Service Date Intervals, *cont'd*.****3.2.1.2 Negotiated Interval, *cont'd*.**

- (b) There is no existing facility connecting the Customer Premises with the Company; or
- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

- 3.2.2 Access Service Request Modifications:** The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd.***3.2.2 Access Service Request Modifications, *cont'd.***

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. 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 on the 31st day. If the Customer still requires the service, the Customer must place a new ASR with the Company.

3.2.3 Cancellation of an Access Service Request: A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of the service date of an ASR for installation of new services or rearrangement of existing service.

3.2.4 Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

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

ACCESS SERVICES

3. Ordering Options for Switched and Special Access Service, *cont'd.***3.2.4 Minimum Period of Service, *cont'd.*****3.2.4.1 *cont'd.***

- (a) A change in the identity of the Customer of record;
- (b) A move by the Customer to a different building;
- (c) A change in type of service;
- (d) A change in Switched Access Service Interface (i.e., DS1 or DS3);
- (e) A change in Switched Access Service Traffic Type;
- (f) A change in type of Special Access Service Channel Termination;
- (g) A change from 2-point to multipoint Special Access Service.

3.2.4.2 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 Change for monthly billed services will be determined as follows:

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

For Special Access Service facilities, the charge for a month or reaction thereof is the applicable monthly charge for the service as set forth in this tariff.

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

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and charges are set forth in section 4.4.

4.2 Provision and Description of Switched Access Service Agreements

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

Switched Access Service is provided in the following service types:

4.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, provides trunk-side access to Company Local (or remote) Switching Center switches, with an associated uniform Carrier Access Code (CAC) for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Signaling System Seven (SS7). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the CAC if the End User is presubscribed.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd.***4.2 Provision and Description of Switched Access Service Agreements, *cont'd*****4.2.1 Feature Group D (FGD) Access, *cont'd.***

The CAC for FGD switching is a uniform CAC of the 101-XXXX. A single CAC will be the assigned number of all FGD access provided to the Customer by the Company. No CAC is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for presubscription to that Customer.

Where no CAC is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1+ NXX-XXXX, NPA + NXX-XXX, O OR 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 0+CC+NN or 011+CC+NN.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd*.**4.2 Provision and Description of Switched Access Service Agreements, *cont'd*****4.2.2 Toll Free Code (TFC) Access Service**

TFC Access Service is an originating service that is provided via TFC Access Service switched trunk groups, or may be provided in conjunction with FGD. The service provides for the forwarding of end user dialed TFC calls to a Telephone Company Service Switching Point (SSP) which will initiate a query to the Telephone Company's TFC data base to perform the customer identification function. The call is forwarded to the appropriate customer based on the dialed TFC number. The customer has the option of having the TFC dialed number (e.g., 800-NXX-XXXX) or, if the TFC to Local Exchange Number Translation optional feature is specified, a translated ten digit local exchange number (i.e., NPA-NXX-XXXX) delivered to the customer premises.

When TFC Access Service traffic is combined in the same trunk group arrangement with other traffic, usage for the TFC Access Service tariff will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for TFC Access Service, usage will be provided separately.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd.***4.2 Provision and Description of Switched Access Service Agreements, *cont'd*****4.2.3 900 Access Service**

900 Access Service is an originating service that is provided via 900 Access Service switched trunk groups, or may be provided in conjunction with FGD. The Service provides the customer identification function (900 NXX screening) based on the first six digits of the dialed 900 number. When a 1 + 900 + NXX + XXXX call is originated by an end user, a customer identification function determines the customer to which the call is to be routed based on the NXX dialed.

When a customer requests that the Telephone Company open a 900 NXX access code for exchanges served by the Telephone Company within a specified state, LATA or service area subtending an access tandem, the order must include the provisioning of all Telephone Company offices within that state, LATA or all offices subtending the specified access tandem.

When 900 Access Service tariff is combined in the same trunk group arrangement with other traffic, usage for the 900 Access Service traffic will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for 900 Access Service, usage will be provided separately.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd*.**4.2 Provision and Description of Switched Access Service Agreements, *cont'd*****4.2.4 Interim 500 Access Service**

Interim 500 Access Service is an originating service that is provided via Interim 500 Access Service switched trunk groups, or may be provided in conjunction with FGD. The Service provides the customer identification function (500 NXX screening) based on the first six digits of the dialed 500 number. When 1 + 500 + NXX + XXXX or 0 + 500 + NXX + XXXX call is originated by an end user, a customer identification function determines the customer to which the call is to be routed based on the NXX dialed.

When a customer requests that the Telephone Company open a 500 NXX access code for exchanges served by the Telephone Company within a specified state, LATA or service area subtending an access tandem, the order must include the provisioning of all Telephone Company offices within that state, LATA or all offices subtending the specified access tandem.

When Interim 500 Access Service traffic is combined in the same trunk group arrangement with other traffic, usage or the Interim 500 Access Service traffic will be aggregated with the other traffic for billing purposes. When separate trunk groups are provided for Interim 500 Access Service, usage will be provided separately.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd.***4.3 Rate Categories, *cont'd.***

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

- Switched Transport
- Local Switching
- Carrier Common Line

In addition to these three rate categories, there is an Information Surcharge that applies to all Switched Access Service Arrangements and a data base query charge which applies to TFC Access Service.

4.3.1 Switched Transport

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

Switched Transport provides a one-way or two-way voice frequency transmission path composed of facilities determined by the Telephone Company which permit the transport of calls in the originating direction and in the terminating direction, though not simultaneously. This voice frequency transmission path may be comprised of any form or configuration of plant capable of, and typically used in, the telecommunications industry for transmitting voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.1 Switched Transport, *cont'd.***

Switched Transport is comprised of an Entrance Facility, Direct-Trunked Transport, Tandem-Switched Transmission and various optional features and functions. Descriptions of the Switched Transport components are provided in (1) through (4) following.

(1) Entrance Facility

An Entrance Facility provides the communication path between a Customer's premises and the Telephone Company's serving wire center for that premises. The Entrance Facility is dedicated to the use of a single customer and is available for use with all trunk side Switched Access services. An Entrance Facility is provided even if the customer's premises and the serving wire center are located in the same building.

The Entrance Facility rate element includes the transmission medium of the facility as well as certain circuit equipment that is used at the ends of the facility and employed to provision the channels on the transmission medium. The following types of Entrance Facility are available:

ACCESS SERVICES

4. SWITCHED ACCESS SERVICE₂, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.1 Switched Transport, *cont'd.*****(1) Entrance Facility, *cont'd.*****(a) Voice Grade Entrance Facility**

Voice Grade Entrance Facility is provided in quantities of channels. Each Voice Grade channel provides voice frequency transmission capability in the nominal frequency range to 300 to 3000 hertz (Hz) and may be terminated two-wire or four-wire. When a single Voice Grade channel is ordered to be terminated at a customer's premises where the premises is all-digital and requires a minimum digital interface level of 1.544 Mbps, the Telephone Company will provide the required interface where facilities are available.

(b) DS1 Entrance Facility

DS1 Entrance Facility provides 24 channels for the transmission of nominal 56 kbps or 1.544 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer.

(c) DS3 Entrance Facility

DS3 Entrance Facility provides 28 DS1s or 672 channels for the transmission of nominal 44.736 Mbps isochronous serial data.

ACCESS SERVICES

4. Switched Access Service, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.1 Switched Transport, *cont'd.*****(1) Entrance Facility, *cont'd.*****(c) DS3 Entrance Facility, *cont'd.***

With DS3, an interface which provides an electrical signal with a transmission speed of 44.736 Mbps per channel will be installed at the customer's premises.

DS3 Entrance Facility rates may vary based on distance. The mileage used to determine the monthly rate for entrance facilities located outside a Telephone Company Central Office is the airline distance between the customer's designated premises and the Telephone Company serving wire center. The mileage measurement is determined by utilizing exchange maps and mileage tables located in designated Telephone Company offices for such purposes.

(2) Direct-Trunked Transport

Direct-Trunked Transport provides the communication path between the serving wire center of a customer's premises and an end (or remote) office or between the serving wire center and an access (or host) tandem when transport from the access tandem to the end (or remote) office is routed on circuits used in common by multiple access customers. Direct-Trunked Transport is dedicated to the use of a single customer and does not require switching at an access tandem. Direct-Trunked Transport is available for use with all trunk side Switched Access services.

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4. Switched Access Service , *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.1 Switched Transport, *cont;d.*****(3) Tandem-Switched Transmission**

Tandem-Switched Transmission provides the communication path between the access (or host) tandem and an end (or remote) office that subtends that tandem. This includes the transmission medium itself as well as certain circuit (or host) equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium, and circuit equipment used within the network to manage the circuits at intermediate locations.

(4) Optional Features**Multiplexing**

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits.

Listed below are the multiplexing arrangements offered with switched access.

(a) DS1 to Voice

An arrangement that multiplexes twenty-four voice grade circuits to single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to twenty-four voice grade circuits.

ACCESS SERVICES

4. Switched Access Service, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.1 Switched Transport, *cont'd.*****(4) Optional Features, *cont'd.*****(b) DS3 to DS1**

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 circuits.

4.3.2 Local Switching

The Local Switching rate element provides for the use of end (or remote) office switching equipment for the termination of end user lines in the local end (or remote) office, and for the termination of a call at a Telephone Company operator or recording. End user lines may be provided as either Common Lines or Special Access Channel Terminations utilized for connection with Switched Access Service at Telephone Company designated WATS Serving Offices. The intercept function informs a caller why a call, as dialed, could not be completed, and if possible, provides the caller with information required to complete the call. The premium charge has one category, i.e., LS2. LS2 provides local dial switching for Feature Group D.

Where end (or remote) offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end (or remote) office.

ACCESS SERVICES

4. Switched Access Service, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.3 Carrier Common Line Access Service**

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Interstate Communications.

Premium Access is (1) Switched Access Service provided to customers under this tariff which furnish interstate MTS/WATS, or (2) Switched Access Service in an end (or remote) office converted to equal access. FCSI does not offer Non Premium Access.

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

The Customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access charges.

4.3.4 Toll Free Code (TFC) Access Service

The TFC Access Service Data Base Query Charge will apply for each TFC call query received at the Telephone Company's TFC data base. Per query charges will be accumulated over a monthly period and billed to the customer on a monthly basis.

ACCESS SERVICE

4. Switched Access Service, *cont'd.***4.3 Rate Categories, *cont'd.*****4.3.5 Directory Assistance Information Surcharge**

Directory Assistance Information Surcharge rates are assessed to a Customer based on the total number of access minutes. The Directory Assistance Information Surcharge applies to each Switched Access minute of use and shall be assessed upon all Customers that use local exchange switching facilities for the provision of interstate or foreign telecommunications.

4.4 RATES AND CHARGES

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service.)

4.4.1 Billing of Access Minutes: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

ACCESS SERVICE

4.4 RATES AND CHARGE, *cont'd.***4.4.1 Billing of Access Minutes , *cont'd.***

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem (or host) Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling , the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem (or host) routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.4.2 Mileage Measurement

The mileage to be used to determine the rate for Direct-Trunked Transport, Switched Transport and Tandem-Switched Transmission is calculated based on the airline distance between the end (or remote) office switch where the call carried by Switched Transport service originates or terminates and the Customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in the EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 4 for Wire Center Information (V&H coordinates). If the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates.

ACCESS SERVICE

4.4 RATES AND CHARGES, *cont'd.***4.4.3 Switched Transport**

4.4.3.1 Entrance Facilities	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
(a) Voice Grade, two wire, per Point of Termination	\$70.00	\$200.00
(b) Voice Grade, four wire, per Point of Termination	\$84.00	\$200.00
(c) High Capacity DS1	\$200.00	\$340.00
(d) High Capacity DS3	\$1,425.00	\$400.00

4.4.3.2 Direct-Trunked Transport

	<u>Fixed Per Termination</u>	<u>Per Mile</u>
(a) Voice Grade, per Channel	\$33.00	\$1.20
(b) High Capacity DS1	\$140.00	\$11.50
(c) High Capacity DS3	\$1,100.00	\$135.00

4.4.3.3 Tandem Switched Transmission***Verizon Territory**

As a rural competitive local exchange carrier in compliance with CC Docket No. 96-262 FCSIII mirrors in the NECA Tariff No. 5 switched access rates.

Windstream Standard Territory

Termination per Access Minute, Fixed	\$.000249
Facility per Access Minute, per Mile	\$.000091

* FCSIII operates in the territories of multiple ILECs therefore FCSIII rates will be applied in association with ILEC territory and Federal Order.

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RATES AND CHARGES, *cont'd.***4.4.3 Switched Transport**, *cont'd.***4.4.3.4 Optional Features, Multiplexing**

	Monthly <u>Rates</u>	Nonrecurring <u>Charges</u>
(a) DS1 to Voice Grade	\$380.00	\$125.00
(b) DS3 to DS1	\$605.00	\$200.00

4.4.4 Local Switching , Premium ***Verizon Territory** Rate per Access Minute

As a rural competitive local exchange carrier in compliance with CC Docket No. 96-262 FCSIII mirrors in the NECA Tariff No. 5 switched access rates.

Windstream Standard Territory Rate per Access Minute

LS2 Originating and Terminating
Feature Group D \$.003752

4.4.5 Carrier Common Line Access Service, Premium***Verizon Territory** Rate per Access Minute

As a rural competitive local exchange carrier in compliance with CC Docket No. 96-262 FCSIII mirrors in the NECA Tariff No. 5 switched access rates.

Windstream Standard Territory Rate Per Access Minute

Terminating \$.000000
Originating \$.000000

* FCSIII operates in the territories of multiple ILECs therefore FCSIII rates will be applied in association with ILEC territory and Federal Order.

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RATES AND CHARGES, *cont'd.*

		Rate Per <u>Access Minutes</u>
4.4.6	Toll Free Code (TFC) Access Service Data Base Query, Per Query	\$.007697
4.4.7	Directory Assistance Information Surcharge Per Access Minute	\$.000121

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5. SPECIAL ACCESS SERVICE**5.1 General**

Special Access Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

5.2 Transmission Service

5.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

5.2.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps	(DS-0)
56 Kbps	(DS-OD)
19.2Kbps	
9.6Kbps	
4.8Kbps	
2.4Kbps	
1.544Mbps	(DS-1)
44.736Mbps	(DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB).

5.3 Rates and Charges**5.3.1 Special Access Ordering Charges**

		Nonrecurring Charges
(a)	Initial Order	\$181.00
(b)	Subsequent Order	133.68
(c)	Design Change, per ASR, per occurrence	11.00

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5. SPECIAL ACCESS SERVICE, *cont'd.***5.3 Rates and Charges, *cont'd***

		<u>Monthly Rates</u>	<u>Daily Rate*</u>	<u>Nonrecurring Charges</u>
5.3.2	Channel Termination, per termination			
(a)	Voice Grade Channel			
	Two wire	ICB	N/A	ICB
	Four wire	ICB	N/A	ICB
(b)	Metallic Channel			
	Two Wire	N/A	N/A	N/A
(c)	Program Audio			
	50 Hz to 15,000 Hz	ICB	ICB	ICB
a)	Optional Features And Functions			
	Stereo per Service	ICB	ICB	ICB
(d)	Digital Data		N/A	
	2.4,4.8,9.6 & 19.2 Kbps	ICB	N/A	ICB
	56 Kbps, 64 Kbps	ICB	N/A	ICB
(b)	High Capacity			
	1.544 Mbps			
	1 st Channel	ICB	N/A	ICB
	Each Additional Channel	ICB	N/A	ICB
(f)	Digital Transmission	ICB	N/A	ICB
	Loop Arrangement			
	(1) Loop Exchange Usage			
	Per Channel	ICB	N/A	ICB
(g)	High Capacity, DS3, 44.736Kbps	ICB	N/A	ICB

*Daily rates apply only to Program Audio Services.

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5. SPECIAL ACCESS SERVICE, *cont'd.***5.3 Rates and Charges, *cont'd***

		Tariff Monthly <u>Rates</u>	Daily <u>Rate</u>	Nonrecurring <u>Charges</u>
5.3.2	Channel Mileage,			
(a)	Channel Mileage Facility			
1.	Applies to Voice Grade -per Mile	ICB	N/A	None
2.	Applies to Metallic -per Mile	ICB	N/A	N/A
3.	Applies to Program Audio --per Mile	ICB	ICB	None
4.	Applies to High Capacity -per Mile	ICB	N/A	None
5.	Applies to Digital Data -per Mile	ICB	N/A	None

*Daily rates apply only to Program Audio Services.

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5. SPECIAL ACCESS SERVICE, *cont'd*.**5.3 Rates and Charges, *cont'd***

		<u>Tariff Monthly Rates</u>	<u>Daily Rate</u>	<u>Nonrecurring Charges</u>
5.3.2 Channel Mileage, (<i>cont'd</i>)				
(b)	Channel Mileage Termination			
1.	Applies to Voice Grade -per Termination	ICB	N/A	None
2.	Applies to Metallic -per Termination	ICB	N/A	None
3.	Applies to Program Audio -per Termination	ICB	N/A	None
4.	Applies to High Capacity -per Termination	ICB	N/A	None
5.	Applies to Digital Data -per Termination	ICB	N/A	None
5.3.3 Special Access Surcharge				
	-Per Voice Grade Equivalent	\$25.00	N/A	None

*Daily rates apply only to Program Audio Services.

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6. Miscellaneous Services – Rates and Charges

	<u>Basic Time, Scheduled working hours</u>	<u>Overtime, outside scheduled working hours</u>	<u>Premium outside schedule working hours</u>
6.1 Additional Engineering Periods			
Per engineer, 1 st ½ hour			
Or fraction thereof,	ICB	ICB	ICB
each Additional	ICB	ICB	ICB
6.2 Additional Labor			
Per technician, 1 st ½ hour			
Or fraction thereof,	ICB	ICB	ICB
Each Additional	ICB	ICB	ICB
6.3 Maintenance of Service			
Per technician, 1 st ½ hour			
Of fraction thereof,	ICB	ICB	ICB
Each Additional	ICB	ICB	ICB
6.4 Programming Services			
Per programmer, ½ hour			
Or fraction thereof,	ICB	ICB	ICB
Each Additional	ICB	ICB	ICB

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6. Miscellaneous Services – Rates and Charges, *cont'd.***6.5** PIC Change Charge, per Occurrence**

InterLATA*	\$ 5.00
IntraLATA*	\$ 5.00

* If both InterLATA and IntraLATA PIC's are changed to the same carrier at the same time, then only one PIC change charge will apply.

** Primary Interexchange Carrier (PIC) Change Charge; A Primary Interexchange Carrier is available for Inter and IntraLata services. The end user customer may choose a carrier for Inter and/or IntraLata MTS services. Should the end user or agent change the carrier of choice, a PIC change and the appropriate local tariff service order charges will be applicable.

Initial end user and agent selection of a PIC by ballot or appearing on an IC list will not incur a charge. Notification of a change in a PIC may be coordinated by the end user or agent with either the IC selected or the Company.

Should an end user or agent dispute authorization of the change in PIC assignment and if the IC cannot produce a letter of agency or confirmation from the end user or agent, the IC will be billed a change charge (see Section 6.6) for restoring the end user's or agent's prior IC assignment. If the IC produces the letter of agency or confirmation of choice within 15 days of the Company request, the end user or agent will be billed two PIC charges in lieu of charges to the IC. Charges are only applicable if a change in an end user's or agent's IC selection has actually been implemented in the switch.

End users and agents who fail to select an IC will be served by the Company's long distance affiliate, Fidelity Networks, Inc.

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6. Miscellaneous Services – Rates and Charges, *cont'd.*

6.6 Unauthorized PIC Change \$ 35.65

6.7 Billing Name and Address Service (BNA)

Per BNA Order \$32.28

Per BNA Record \$.53

6.8 Billing and Collection services are provided on an individual contract basis.

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