

ACCESS SERVICE

Rates, Terms and Conditions  
applying to the provision of interstate access service  
by Hargray, Inc.  
OCN # 5385

All material contained herein is new.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

**ACCESS SERVICE****CHECK SHEET**

The title page and pages 1 through 10-7 inclusive of this tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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**ACCESS SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

**EXPLANATION OF SYMBOLS**

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

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

**ACCESS SERVICE**

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariff is referenced in this tariff and may be obtained from the Federal Communications Commission's commercial contractor:

Sprint Local Telephone Companies Tariff F.C.C. No. 3 (Interstate Access)

National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 (Wire Center Information)

REFERENCE TO TECHNICAL PUBLICATIONS

None



**ACCESS SERVICE**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access service by Hargray, Inc. (hereinafter "the Company").

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Issued: October 10, 2001

Effective: October 11, 2001

General Manager  
Hargray, Inc.  
P. O. Box 5986  
Hilton Head, South Carolina 29938

**ACCESS SERVICE****1. DEFINITIONS**

Certain terms used generally throughout this tariff for the Access services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five-digit code has the form 10XXX, and the seven-digit code has the form 950-XXXX or 101XXXX.

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

Access Service Request (ASR): The industry Service Order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

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

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

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

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

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

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

**ACCESS SERVICE****1. DEFINITIONS** (Cont'd)

Company: Hargray, Inc., which is the issuer of this tariff.

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

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

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

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

8YY Toll Free Database Service: The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

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

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

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

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

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

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

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

## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

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

**Kbps:** Kilobits, or thousands of Bits, per second.

**LATA:** A Local Access and Transport area 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 for the provision and administration of communications services.

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

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

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

**Mbps:** Megabits, or millions of bits, per second.

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

**Network:** The Company's digital fiber optics-based network located in the Continental United States.

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

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

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

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

**ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

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

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

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

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

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

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

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

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

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

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

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

**Special Access Service:** Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users, as defined in this tariff.

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

## ACCESS SERVICE

### 2. REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the United States under the terms of this tariff.

##### 2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.
- (C) The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communication Commission's Rules and Regulations, which specifies the priority system for such activities.

##### 2.1.3 Terms and Conditions

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

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.3 Terms and Conditions (Cont'd)

- (B) Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of Customer's obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

##### 2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the sets or omissions or negligence of the Company's employees or agents.



## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section (E) as a condition precedent to such installations.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (F) The Company shall not be liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
- (G) The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another Interexchange Carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.
- (H) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
- (I) The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- (J) The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (K) The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another party, for any personal injury, to , or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- (L) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (M) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- (N) With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

**2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment & Facilities**

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment & Facilities (Cont'd)**

- (C) 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 to the Customer.
- (D) Equipment the Company provides or installs at the Customer's 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.
- (E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- (G) The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment & Facilities (Cont'd)**

- (H) The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

**2.1.7 Non-Routine Installation**

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

**2.1.8 Special Construction**

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

- (A) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (E) where installation is on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.8 Special Construction (Cont'd)

(G) installation involving abnormal costs; or

(H) in advance of its normal construction schedules.

Special construction charges for Switched Access Services and Special Access Services will be determined as described in Section 6 of this tariff.

##### 2.1.9 Ownership of Facilities

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

#### 2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.

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

#### 2.3 Obligations of the Customer

##### 2.3.1 The Customer shall be responsible for

(A) the payment of all applicable charges pursuant to this tariff;

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for (Cont'd)**

- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- (C) providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in (C) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for (Cont'd)**

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining under (D) above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

**2.3.2 Claims**

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

- (A) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.3.3 Jurisdictional Reporting**

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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

- (A) Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). 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:
- (1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 of this tariff, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
  - (2) For Feature Group D with 950 Access (Feature Group B), as defined in Section 4.2 of this tariff, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
  - (3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
  - (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.
- (B) Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in (D) below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

- (C) Except where the Company measured access minutes are used as set forth in (A) above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.
- (D) Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
- (E) Jurisdictional Report 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 issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request.

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

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

##### 2.4.2 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

#### 2.5 Payment Arrangements

##### 2.5.1 Payment for Service

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

##### (A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service (Cont'd)**

- (B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

**2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

- (A) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.
- (B) The Company shall present invoice for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
- (C) When service does not begin on the first day of the bill cycle, or end on the last day of the bill cycle, charges will be calculated on a pro-rata basis based on a 30-day month.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

- (F) The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Federal Communications Commission in accordance with the Agency's rules of procedures.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved**

Both Multiple bill and Single bill billing options are supported under this tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the end user.

The billing arrangements are 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 must notify the Customer of: 1) the meet point option 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 30 days in advance of any changes in the arrangement.

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

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)**

- (4) 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. 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.

**2.5.3 Deposits**

- (A) Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a 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) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
- (2) one half of the estimated charge for the minimum payment 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. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.3 Deposits (Cont'd)**

- (B) A deposit may be required in addition to an advance payment.
- (C) The charges set forth in this tariff for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- (D) 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 the Customer's account.

**2.5.4 Payment of Rates, Charges and Deposits****(A) Bill Dates**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, 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 and for the Federal Government which will be billed in arrears.

The Company will establish a bill day each month for each Customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in Section 2.5.4(B) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in Section 2.5.4(B) following.

**ACCESS SERVICE**

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

2.5 Payment Arrangements (Cont'd)

2.5.4 Payment of Rates, Charges and Deposits (Cont'd)

(B) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in Section 2.5.4(A) preceding for service, provided to the Customer by the Company are due 30 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Payment of Rates, Charges and Deposits (Cont'd)****(B) Payment Dates and Late Payment Penalties (Cont'd)**

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

**(C) Billing Disputes Resolved in Favor of the Company**

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in Section 2.5.4(B)(2) preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Payment of Rates, Charges and Deposits (Cont'd)****(D) Billing Disputes Resolved in Favor of the Customer**

If the Customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the Customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

**ACCESS SERVICE**

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Refusal and Discontinuance of Service**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 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 30 days 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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.5 Refusal and Discontinuance of Service (Cont'd)**

- (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) Upon the Company's discontinuance of service to the Customer under Section 2.5.4(A) or Section 2.5.4(B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- (G) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

**ACCESS SERVICE**

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

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Refusal and Discontinuance of Service (Cont'd)**

- (H) The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
  - (1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.5(H)(1) (a-f) if:
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.5(A) above; or
    - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
    - (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.5 Refusal and Discontinuance of Service (Cont'd)**

- (f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:
  - 1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - 2. Using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or
  - 3. Any other fraudulent means or devices; or
- (2) Immediately upon written notice to the Customer of any sum thirty (30) days past due;
- (3) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5(A), above; or
- (4) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- (I) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.6 Cancellation of Application for Service**

- (A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3 of this tariff.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) The special charges described in Sections 2.5.6(A) through 2.5.6(B) will be calculated and applied on a case-by-case basis.

**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 following for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.6 Allowances for Interruptions in Service (Cont'd)

##### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provision of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a 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;
- (F) interruption of service due to circumstances or causes beyond the control of the Company.
- (G) Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (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.

**2.7 Cancellation of Service**

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2 above: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

**2.8 Transfers and Assignments**

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

**ACCESS SERVICE**

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

**2.9 Notices and Communications**

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

**ACCESS SERVICE****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 (ASRs) for Switched 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**

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

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

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

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

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.1 General (Cont'd)****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. When added subsequently, charges for a Design Change as set forth in Section 10.2.1.(C) of this tariff will apply when an engineering review is required.

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 for the requested service. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than ten (10) percent.

**3.1.3 Constructive Ordering of Switched Access Services**

Notwithstanding Section 3.1.1 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order**

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

When a Customer requests new or additional Switched Access Service, 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.

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

- (A) Standard Interval: The Standard Interval for Switched Service will be published.
- (B) Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
  - (1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - (2) There is no existing facility connecting the Customer premises with the Company; or
  - (3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

**ACCESS SERVICE****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)**

- (4) 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 Service 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 request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

**(A) Service Commencement Date Charges**

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. 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. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply.



**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Request Modifications (Cont'd)****(A) Service Commencement Date Charges (Cont'd)**

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 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 10.4.1(B) of this tariff.

**(B) Design Change Charge**

The Customer may request a Design Change to the Service Order. A Design Change is any change to an ASR which requires an Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR, the appropriate cancellation charges will apply.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 10.2.1(C) of this tariff are in addition to any service Date Change Charges that may apply.

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Request Modifications (Cont'd)**

- (C) Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

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

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

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

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

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

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 10.2.1(E) of this tariff.

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.3 Cancellation of an Access Service Request**

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

Except as - herein, Cancellation Charges will apply as specified in Section 10.4.1(F) of this tariff.

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

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

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****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 unless otherwise indicated in this tariff for a service.

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

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

(B) When Access Service is disconnected prior to the expiration of the minimum period, flat-rated recurring charges are applicable for the balance of the minimum period.

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

**ACCESS SERVICE****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 to a Customer's premises, and to terminate calls from a Customer's premises location to an end user's premises.

**4.2 Provision and Description of Switched Access Service Arrangements**

Switched Access Service is provided in the following service type:

**4.2.1 Feature Group D (FGD) Access**

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

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

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

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)**

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

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

**4.2.2 Rate Categories**

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

- Local Transport (described in Section 4.2.2(A) following).
- End Office (described in Section 4.2.2(B) following).
- Carrier Common Line (described in Section 4.2.2(C) following).
- Primary Interexchange Carrier Charge (PICC) (described in Section 4.2.2(D) following).
- Chargeable Optional Features (described in Section 4.2.2(E) following)

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

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Local Transport**

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

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (*i.e.*, Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

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

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

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Local Transport (Cont'd)**

Direct Trunked Transport is available at all tandems and at all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, as not having the capability to provide Direct Trunked Transport. Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA, Tariff F.C.C. No. 4.

Unless otherwise ordered by the F.C.C., where the Telephone Company elects to provide equal access through a centralized equal access arrangement, the Telephone Company will designate the serving wire center. The designated SWC will normally be that wire center which provides dial tone to the telephone company centralized Equal Access tandem office identified in NECA Tariff F.C.C. No. 4.

When service is provided in cooperation with a non telephone company provider of centralized Equal Access, the SWC will be that wire center which would normally provide dial tone to the telephone company point of interconnection with the non telephone company provider of centralized Equal Access specified in the tariff of the centralized Equal Access provider. Those Telephone Company offices providing equal access through centralized arrangements are identified in NECA Tariff F.C.C. No. 4.



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Local Transport (Cont'd)**

When more than one Telephone Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein to the Company provided portion of the Switched Access Services pursuant to the provisions of Section 2.5.2(G) of this tariff together with the provisions as set forth in this section.

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

**(1) Entrance Facility**

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

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer-designated premises. This charge specified in Section 10 following will apply even if the customer-designated premises and the serving wire center are collocated in a Telephone Company building.

If the serving wire center for the customer-designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company. The local exchange carrier for the serving wire center for the customer-designated premises will bill the applicable Entrance Facility rate under its interstate access tariff.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.2 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(1) Entrance Facility (Cont'd)

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

(2) Direct Trunked Transport

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

Direct Trunked Transport is available to all tandems and to all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, Wire Center Information as not having the capability to provide Direct Trunked Transport.

Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA, Tariff F.C.C. No. 4.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Local Transport (Cont'd)****(2) Direct Trunked Transport (Cont'd)**

Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 10 following which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

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

The Company applies a 50% billing percentage to the Direct-Transport termination (fixed monthly recurring charge) on circuits provided jointly with other local exchange carriers under meet point billing arrangements, and applies 100% on wholly-owned Company circuits.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Local Transport (Cont'd)****(3) Tandem Switched Transport**

The Tandem Switched Transport rate elements recover tandem switching costs and a portion of the costs associated with the communications path between a tandem and an end office on circuits that are switched at a tandem switch, or between a host and a remote switch.

Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate, a Tandem Switched Termination rate, Common Transport Multiplexing rate and a Trunk Port (common or dedicated) rate.

**(a) Tandem Switching Rate**

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate is applicable at the Tandem, when a Customer orders Direct Trunk Transport to the tandem and Tandem Switched Transport from the tandem to the end office. The Tandem Switching rate specified in Section 10 following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NECA Tariff F.C.C. No. 4, Wire Center Information. If the tandem switch through which a Customer's traffic is routed to the Company's end office, the Tandem Switching will be billed by the connecting company at its applicable Tandem Switching rate and will not be billed by the Company.

**(b) Tandem Switched Facility Rate**

The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Facility rate specified in Section 10 following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.2 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(3) Tandem Switched Transport (Cont'd)(c) Tandem Switched Termination Rate

The Tandem Switched Termination rate recovers the costs for provision of transmission facilities from the access tandem to the end office subtending the tandem. This includes the circuit 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. The Tandem Switched Termination Rate is applied as a single rate per Tandem Switched Transport minute for between offices.

The Company applies a 50% billing percentage to the Tandem-Switched Transport termination (termination per access minute) rate on circuits provided jointly with other local exchange carriers under meet point billing arrangements, and applies 100% on wholly owned Company circuits.

(d) Common Transport Multiplexing Rate

The Common Transport Multiplexing rate covers provision of the multiplexing equipment at the remote, the end office and at the access tandem. The Common Transport Multiplexing rate element is assessed on a per minute of use basis at both the end office and the tandem. If the tandem is owned by another local exchange carrier, the Company charge for Common Transport Multiplexing will be limited to a per minute basis for the end office only.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

## ACCESS SERVICE

### 4. SWITCHED ACCESS SERVICE (Cont'd)

#### 4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

##### 4.2.2 Rate Categories (Cont'd)

##### (A) Local Transport (Cont'd)

##### (3) Tandem Switched Transport (Cont'd)

##### (e) Dedicated Transport Multiplexing

Dedicated Transport Multiplexing provides for the use of multiplexing equipment at the end office and access tandem. The dedicated transport multiplexing rate element is a flat rated charge and is assessed at both the end office and tandem.

##### (f) Tandem Trunk Port

The trunk port rate elements are defined as follows:

##### - Common Trunk Port

The Common Trunk Port provides for the use of shared end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic.

##### - Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(B) End Office**

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

**(1) Local Switching**

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

Local Switching does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

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

**(2) Information Surcharge**

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in Section 10 following.

The Information Surcharge does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.2 Rate Categories (Cont'd)(C) Carrier Common Line

Where the Incumbent Local Exchange Carrier charges Carrier Common Line charges, the Telephone Company will also charge a Carrier Common Line Access rate to customers in conjunction with Switched Access Service provided under this in Section 4 of this tariff. 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. If applicable, the Carrier Common Line charge is assessed to switched access customers on end office switched access minutes on a per access minute basis.

(D) Primary Interexchange Carrier Charge (PICC)

The Primary Interexchange Carrier Charge (PICC) rate category establishes the charges related to Company provided common lines for access to end users. The PICC only applies where the end user is a Multiline Business Subscriber. The PICC is assessed to the presubscribed interexchange carrier for each Multiline Business Subscriber line presubscribed to the interexchange carrier. If the Multiline Business Subscriber chooses not to presubscribe to an interexchange carrier, the PICC is assessed directly to the end user Multiline Business Subscriber.

Rates for the PICC applicable to Multiline Business Subscriber lines are set forth at Section 10 of this Tariff.



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(E) Chargeable Optional Features**

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

**(1) 8YY Toll Free Database Access Service**

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

A Basic or Vertical Feature Query charge, as set forth in Section 10.1.3 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8YY Toll Free series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 8YY Toll Free series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 8YY Toll Free series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Descriptions and Application of Rates(A) Recurring Charges

The Usage Rates for Switched Access Service are rates that apply on a per access minute, per call, per query, per facility or per termination basis, as indicated for each rate element. Access minute charges and per call charges are accumulated over a monthly period. Recurring charges applicable to Switched Access Service are specified in Section 10 of this tariff.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring charges applicable to Switched Access Service are specified in Section 10 of this tariff.

(C) Reference to Incumbent Local Exchange Carrier Rates

The Company's Switched Access rates for individual services may be referenced to the corresponding current rate for the incumbent local exchange carrier (ILEC) in the area for which the Company is providing the access service. For purposes of references to the rates of in ILEC interstate access tariff, "current rate" shall mean the ILEC's tariffed rate in effect at the time the service is provided by the Company.

(1) Areas for Which Sprint is the ILEC(a) Reference to Sprint Local Telephone Companies Tariff F.C.C. No. 3

For Switched Access Service provided by the Company in areas for which the ILEC is Sprint Local Telephone Companies-Southeast doing business in South Carolina as United Telephone Company of the Carolinas, certain rates are referenced to the Sprint Local Telephone Companies Tariff F.C.C. No. 3 as indicated in Section 10.1 of this tariff. Sprint Local Telephone Companies-Southeast is an issuing carrier for Sprint Local Telephone Companies Tariff F.C.C. No. 3.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Descriptions and Application of Rates (Cont'd)(C) Reference to Incumbent Local Exchange Carrier Rates (Cont'd)(1) Areas for Which Sprint is the ILEC (Cont'd)(b) Effect of Sprint Switched Access Zone Density Plan

Certain rates in this tariff referenced to the corresponding rate in Sprint Local Telephone Companies Tariff F.C.C. No. 3 are based on Sprint's Switched Access Zone Density Plan as described in Sprint Local Telephone Companies Tariff F.C.C. No. 3 at Section 6.7.17. The Switched Access Zone Density Plan is applicable only to DS1 and DS3, Entrance Facility, Direct-Trunked Transport, Tandem Switched Transmission, Tandem Switching, DS1 to Voice Multiplexing, and DS3 to DS1 Multiplexing.

The Entrance Facility, Direct-Trunked Transport, Tandem Switched Transmission, Tandem Switching, DS1 to Voice Multiplexing, and DS3 to DS1 Multiplexing rates applicable for DS1 and DS3 services subject to the Zone Density Plan are dependent upon the zone in which the Company serving area is located. Direct-Trunked Transport and Tandem Switched Transmission provided between wire centers in different zones will be assessed the rate for the higher zone. Specific Zone Charges are set forth in Section 10. The zones for each Company serving area are identified following:

Beaufort, South Carolina	Zone 2
All other South Carolina areas	Zone 3

In the event the Company serves additional Sprint South Carolina areas, zone-based rates will be applied according to the zone for the Sprint incumbent local exchange carrier area corresponding to the Company's serving area. Currently, the Company does not serve any Sprint Zone 1 service areas.

**ACCESS SERVICE**

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

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

4.2.3 Descriptions and Application of Rates (Cont'd)

(C) Reference to Incumbent Local Exchange Carrier Rates (Cont'd)

(2) Areas for Which Other Carriers are the ILEC (Cont'd)

The Company does not currently provide service in areas for which a carrier other than Sprint (United Telephone Company of the Carolinas) is the ILEC. At such time as the Company begins serving customers in the service areas of other ILEC's, the Company will reference the applicable ILEC switched access rates.

(C) Rates Applicable to All Areas

Notwithstanding the reference of certain rates to the interstate access tariff of an ILEC as described above in Section 4.2.3(C), certain rates in Section 10 of this tariff are established without reference to another tariff and are applicable to all areas served by the Company.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.4 Billing Validation Service**

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

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

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

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

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

**4.2.5 Acceptance Testing:**

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

**4.2.6 Ordering Options and Conditions**

Access Service is ordered under the Access Order provisions set forth in Section 3.2 of this tariff.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.3 Obligations of the Company**

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

**4.3.1 Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6 of this tariff.

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 and/or damages under Section 2.1.4 of this tariff.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.4 Switched Access Optional Features**

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

**4.4.1 Nonchargeable Optional Features**

- (A) Signaling System Seven (SS7): This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.
- (B) Supervisory Signaling: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features(A) Common Switching Optional Features

- (1) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's premises.

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

- 2) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- (3) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features (Cont'd)(A) Common Switching Optional Features (Cont'd)

- (4) Feature Group D with 950 Access (Feature Group B): This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (5) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- (6) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- (7) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

## **ACCESS SERVICE**

### **5. SPECIAL ACCESS**

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

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

The Company provides Special Access Service pursuant to individual contract.

**ACCESS SERVICE****6. SPECIAL CONSTRUCTION****6.1 Special Construction****6.1.1 Basis for Rates and Charges**

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

**6.1.2 Termination Liability**

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

- (A) The termination liability period is the initial service term with respect to said specially constructed facilities.
- (B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 6.1.1 above:
- (C) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

**6.2 Individual Case Basis Arrangement**

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

**ACCESS SERVICE****7. BILLING NAME AND ADDRESS**

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

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

**7.1 Undertaking of the Company**

- 7.1.1 All requests for information will be by facsimile.
- 7.1.2 The Company will specify the format in which requests are to be submitted.
- 7.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- 7.1.4 The Company will provide the most current BNA information resident in its database. Due to normal end-user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

**7.2 Obligations of the Customer**

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

**ACCESS SERVICE**

**7. BILLING NAME AND ADDRESS (Cont'd)**

**7.2 Obligations of the Customer (Cont'd)**

7.2.2 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.

7.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end-user records, accounts, databases or market data, record files and databases or other systems it assembles through the use of BNA Service.

**7.3 Usage Rates**

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database. The rates contained in Section 10.5 of this tariff apply to BNA.

**ACCESS SERVICE**

**8. RESERVED FOR FUTURE USE**

**ACCESS SERVICE**

**9. RESERVED FOR FUTURE USE**

**ACCESS SERVICE****10. RATES AND CHARGES****10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Sprint is the ILEC**

The rates contained in this Section 10.1 are based on references to the Sprint Local Telephone Companies Tariff F.C.C. No. 3 and are applicable to areas served by Hargray, Inc. for which the incumbent local exchange carrier (ILEC) is Sprint Local Telephone Companies-Southeast doing business in South Carolina as United Telephone Company of the Carolinas. Sprint Local Telephone Companies-Southeast is an issuing carrier for Sprint Local Telephone Companies Tariff F.C.C. No. 3.

**10.1.1 Local Transport****(A) Entrance Facility**

The monthly recurring charges and nonrecurring charges for Switched Access Local Transport Entrance Facilities are the applicable current monthly rates and nonrecurring charge rates based on the type of Entrance Facility (Voice Grade Two-Wire, Voice Grade Four-Wire, DS1 or DS3) and, if applicable, the applicable rate zone at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(A). Types of Entrance Facilities provided by the Company are subject to availability.

**(B) Direct-Trunked Transport**

The recurring fixed and per mile rates charged by the Company for Direct-Trunked Transport are the applicable current rates, based on the type of Switched Access Direct Trunked Facility (DS1 or DS3) and applicable rate zone at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(B). Types of Direct Transport provided by the Company are subject to availability.



**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Sprint is the ILEC  
(Cont'd)****10.1.1 Local Transport (Cont'd)**

- (C) Tandem Switched Transport  
Tandem Switched Facility  
Per Access Minute Per Mile

The recurring rate charged by the Company for Tandem Switched Facility is the applicable current rate for Tandem Switched Transport-Tandem-Switched Transmission Facility, based on the applicable rate zone, at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(1).

- (D) Tandem Switched Transport  
Tandem Switched Termination  
Per Access Minute Per Termination

The recurring rate charged by the Company for Tandem Switched Termination is the applicable current rate for Tandem Switched Transport-Tandem-Switched Transmission Termination, based on the applicable rate zone, at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(1).

- (E) Tandem Switched Transport  
Tandem Switching  
Per Access Minute

The recurring rate charged by the Company for Tandem Switching is the applicable current rate for Tandem-Switched Transport Tandem Switching, based on the applicable rate zone, at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(2).

- (F) Tandem Switched Transport  
Common Transport Multiplexing  
Per Access Minute

The recurring rate charged by the Company for Common Transport Multiplexing is the applicable current rate for Tandem-Switched Transport Common Transport Multiplexing at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(3).

**ACCESS SERVICE****10. RATES AND CHARGES****10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Sprint is the ILEC**  
(Cont'd)**(G) Tandem-Switched Transport**  
**Common Trunk Port**  
Per Access Minute

The recurring rate charged by the Company for Tandem Switched Transport-Common Trunk Port is the applicable current rate for Tandem-Switched Transport Common Trunk Port at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(4).

**(H) Tandem-Switched Transport**  
**Dedicated Trunk Port**  
Monthly Rate per DS0 or DS1

The monthly recurring rate charged by the Company for Tandem Switched Transport-Dedicated Trunk Port is the applicable current rate for Tandem-Switched Transport Dedicated Trunk Port at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.2(C)(5).

**10.1.2 End Office**  
**Local Switching**  
Per Access Minute

The recurring rate charged by the Company for Local Switching is the applicable current rate for Local Switching-Premium Rates-LS2 at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.3.

**10.1.3 Carrier Common Line**

The recurring rate charged by the Company for Carrier Common Line is the applicable current rate for Carrier Common Line Premium Access at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 3.9(A).

**10.1.4 Information Surcharge**

There is no information surcharge applicable to the Company's access services provided within the serving area for which the Incumbent Local Exchange Carrier is United Telephone Company of the Carolinas.

**ACCESS SERVICE**

10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Sprint is the ILEC  
(Cont'd)

10.1.5 8YY Database Access Service  
Per Query

The recurring rate charged by the Company for 8YY Database Access is the applicable Basic or Vertical Feature current rate per query for Toll Free Code (TFC) Access Service at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 6.8.4.

10.1.6 Presubscribed Interexchange Carrier Charges (PICC)

The recurring rates charged by the Company for the Presubscribed Interexchange Carrier Charge (PICC) is the applicable rate per month for Presubscribed Interexchange Carrier Charges at Sprint Local Telephone Companies Tariff F.C.C. No. 3, Section 4.7(B). In the event the Sprint Local Telephone Companies Tariff F.C.C. No. 3 has no rate element respecting the PICC or the rate for a PICC element is zero, the Company will not charge a PICC.

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.2 Other Services**

The rates in this Section 10.2 are applicable to all areas served by the Company.

**10.2.1 Access Ordering****Charge****(A) Access Order Charge**

Per order \$ 0.00

**(B) Service Date Change Charge**

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in Section 10.5 following does not apply. The applicable charge is:

Service Date Change Charge, per order \$ 34.00

**(C) Design Change Charge**

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:

Design Change Charge, per order \$ 41.50

**(D) Miscellaneous Service Order Charge**

Per Occurrence \$ 53.00

**(E) Expedited Order Charge**

Additional Labor rates at Section 10.2.2 apply. Charge and Design Change Charge may apply.

**(F) Cancellation Charge**

Cancellation charges equal to the work incurred in such installation net of salvage value or charges for the minimum period, whichever is lower.

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.2 Other Services (Cont'd)10.2.2 Additional Labor

	<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Add'l Hour or Fraction Thereof</u>
(A)	Basic time per engineer normally scheduled working hours	\$47.00	\$26.50
(B)	Overtime per engineer outside of normally scheduled working hours	\$51.50	\$30.50
(C)	Premium time per engineer outside of scheduled workday.	\$59.00	\$38.50

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.2 Other Services (Cont'd)10.2.3 PresubscriptionNonrecurring  
ChargePer Telephone Exchange  
Service line or trunk

\$ 5.00

10.2.4 Billing Name and Address ServiceNonrecurring  
Charge

Per BNA Order

\$ 50.94

Per BNA Record

\$ 0.33

Optional Magnetic Tape Charge  
- Per Magnetic Tape

\$ 91.44

Optional Format Programming Charge  
- Per Half Hour or  
Fraction

\$ 37.20