

ACCESS SERVICE

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

**NORTHERN VALLEY COMMUNICATIONS, LLC**

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

This FCC Tariff No. 3 **CANCELS** and **REPLACES** FCC Tariff No. 2 currently on file with the Commission, effective July 23, 2010.

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Issued: July 8, 2010

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## ACCESS SERVICE

## CHECK SHEET

Title Page and Pages 1 through 47 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original Tariff that are in effect on the date hereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title		29.4	Original*		
Page	Original	29.5	Original*		
1	6 <sup>th</sup> Revised*	29.6	Original*		
2	Original	29.7	Original*		
3	Original				
4	Original	30	1 <sup>st</sup> Revised		
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8	3 <sup>rd</sup> Revised	33	1 <sup>st</sup> Revised		
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21	Original	45	1 <sup>st</sup> Revised*		
22	Original	46	1 <sup>st</sup> Revised*		
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## ACCESS SERVICE

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ACCESS SERVICE

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

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## ACCESS SERVICE

SYMBOLS

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

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

ABBREVIATIONS

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

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ACCESS SERVICE

DEFINITIONS

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

Access or Access Service: Access or Access Service includes services and facilities provided for the origination or termination of any interstate or foreign Telecommunication regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology. Access Service includes the functional equivalent of the incumbent local exchange carrier interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched Transport Termination (fixed); tandem switched Transport Facility (per mile); tandem switching.

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

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

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

Company: Northern Valley Communications, LLC, the issuer of this Tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

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

Customer of an Interstate or Foreign Telecommunications Service: A "Customer of an Interstate or Foreign Telecommunications Service" includes any person or entity who sends or receives an interstate or foreign Telecommunications service transmitted to or from a Buyer across the Company's Network, provided that the person or entity must pay a fee to the Company for telecommunications service. Customer of an Interstate or Foreign Telecommunications Service may include, but is not limited to, conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business service subscribers.

*<sup>(x)</sup> Issued under authority of Commission Order DA 11-1132 to bring tariff material into compliance with the Qwest v Northern Valley Order.*

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ACCESS SERVICE

DEFINITIONS (Cont'd)

End User Designated Premises (EDP): A location designated by the Customer for the purposes of connecting to the Company's services. In some circumstances, the EDP may be located in Company's central office.

End User: The term "End User" means any Customer of an Interstate or Foreign Telecommunications Service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a Telecommunications service for administrative purposes and a person or entity that offers Telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. An End User must pay a fee to the Company for telecommunications service. Other carriers, including IXC's, are not considered to be End Users under the terms of this Tariff, unless the Company consents to such classification in writing.

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

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

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

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

Minute of Use (MOU): Denotes the number of minutes for which a Buyer is billed in relation to any usage-sensitive service element provided by the Company.

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

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ACCESS SERVICE

DEFINITIONS (Cont'd)

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

Point of Presence: A physical place where a carrier accesses the Company's network.

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier an IXC that the End User wishes to use, without dialing an access code, for making long-distance Calls. The selected IXC is referred to as the Presubscribed Interexchange Carrier (PIC).

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

Service(s): Interstate Access Service(s). Service provided to a Customer by the Company pursuant to this tariff.

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

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

Telecommunications: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Traffic: Another term for Calls. These terms expressly include communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business users.

Transport Facility: Where separately invoiced, provides for the transmission of calls between the Customer designated premises and the switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication.

Transport Interconnection: Where separately invoiced, recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing or dedicated signaling (i.e. SS7) rates. This rate applies to both Tandem Switched and Direct Trunked Access minutes. The rate is applied at the Company switch.

Transport Termination: Where separately invoiced, provides for the line or trunk side arrangements that terminate the Local Transport facilities on the Company switch(es).

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ACCESS SERVICE

DEFINITIONS (Cont'd)

VoIP-PSTN Traffic

The term VoIP-PSTN Traffic shall have the meaning denoted in the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011). It is traffic exchanged over PSTN (Public Switched Telephone Network) facilities that originates and/or terminates in IP (Internet Protocol) format.

(N)

(N)

Volume End User ("VEU"): An End User that obtains Service from the Company in order to provide high-traffic services, including, but not limited to, chat line services, conference calling services, help desk assistance, or call center support, designates the Company's central office as its EDP, and accordingly, installs equipment in the Company's central office.

(D/M)

(D/M)

Wire Center: Generic term for point on a carrier network from which an End User normally receives a dial tone.

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

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

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

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

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

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

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ACCESS SERVICE

1. APPLICATION OF TARIFF

1.1 General

This Tariff sets forth the regulations, rates and charges for the provision of interstate Access Services and facilities (hereinafter "Services") by Northern Valley Communications, LLC. The rates for the Services, and associated elements, described herein are set to those rates charged by the price cap LEC with the lowest switched access rates operating in the Company's service area in accordance with §61.26(g) of the Commission's Rules, 47 C.F.R. §61.26(g).

(C)  
|  
(C)

1.1.1 No Waiver

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

1.1.2 Partial Invalidity

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

1.1.3 Title or Ownership Rights

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

## ACCESS SERVICE

2. GENERAL REGULATIONS2.1 Undertaking of the Company

## 2.1.1 Scope

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

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

2.1.1.2 The Buyer shall be solely responsible for message content.

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

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

## 2.1.1.5 Assignment or Transfer of Services

- (a) The Buyer may assign or transfer the use of Service(s) provided under this Tariff only if approved by Company in writing and only if assignee or transferee assumes any and all outstanding indebtedness for such Services, and any applicable unexpired portion of a minimum period and/or any termination liability applicable to such Service(s).
- (b) The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations

2.1.2.1 Provisioning Sequence

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

2.1.2.2 Liability

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

2.1.2.2 Liability (Cont'd)

- (b) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of unaffiliated third parties, acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- (c) The Company shall not be liable for: (a) any act or omission of any entity furnishing to the Company or to the Company's Buyers facilities or equipment used for connection to or in connection with the Company's Services; or (b) the acts or omissions of other common carriers or warehousemen.
- (d) The Company shall not be liable for any damages or losses due to the fault or negligence of the Buyer arising from or related to the failure or malfunction of Buyer-provided equipment or facilities.
- (e) The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Buyer shall indemnify, defend, and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Buyer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal or use of any Service so provided.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

2.1.2.2 Liability (Cont'd)

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Provision of Services, Equipment, and Facilities

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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

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

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

2.1.4 Services, Equipment, or Facilities

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

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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

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

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

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

2.1.5 Notification of Service-Affecting Activities

2.1.5.1 The Company will provide the Buyer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the Buyer 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 Buyer might not be possible.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer

2.2.1 General Obligations

- 2.2.1.1 The Buyer will ensure that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public.
- 2.2.1.2 The Service provided under this Tariff must not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other Buyers.
- 2.2.1.3 The Buyer is responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Buyer; or noncompliance by the Buyer; or by fire or theft or other casualty at the Buyer's location, unless caused by the negligence or willful misconduct of the Company's employees or agents.
- 2.2.1.4 The Buyer will provide at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment that may be installed at the Buyer's location, and the level of heating and air conditioning necessary to maintain proper operating environment at such location.
- 2.2.1.5 Where applicable, the Buyer will obtain, maintain, and otherwise have full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Buyer from the building service entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to, the Buyer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.1 General Obligations (Cont'd)

- 2.2.1.6 The Buyer will provide a safe place to work and will comply with all laws and regulations regarding the working conditions at the location at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Buyer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Buyer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.
- 2.2.1.7 The Company will comply with all laws and regulations applicable to, and will obtain all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment at any Buyer location or the rights-of-way for which Buyer is responsible, and will grant or obtain permission for Company agents or employees to enter such location of the Buyer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.8 The Buyer must not create or allow to be placed, any liens or other encumbrances on the Company's equipment or facilities.
- 2.2.1.9 Buyers must use the Service provided by the Company in a manner, and at all times, consistent with the Tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
- (a) Interferes with or impairs the Services(s) of the Company, other carriers, or other Buyers;
  - (b) Causes damage to Company-provided facilities;
  - (c) Interferes with the privacy of communications;

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.1 General Obligations (Cont'd)

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

- 2.2.1.10 The Buyer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if that Service is received by the Buyer. Buyer is liable for payment of all calls that originate on its network, including actual calls made by Buyer, Buyer's End Users, or unauthorized third parties (e.g., fraudulent calls).
- 2.2.1.11 The Buyer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Buyer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Buyer. Nothing in the foregoing provision shall be interpreted to hold one Buyer liable for another Buyer's actions. The Company will, upon reimbursement for damages, cooperate with the Buyer in prosecuting a claim against the person causing such damage, and the Buyer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.
- 2.2.1.12 The Buyer shall be responsible for the payment of technician charges as set forth herein for visits by the Company's employees, contractors, or agents to the Buyer's location when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Buyer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.2 Claims

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

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

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

2.2.3 Buyer Equipment and Channels

2.2.3.1 General

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

2.2.3.2 Company Equipment

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



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.3 Buyer Equipment and Channels (Cont'd)

2.2.3.2 Company Equipment (Cont'd)

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

2.2.3.3 Interconnection of Facilities

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.3 Buyer Equipment and Channels (Cont'd)

2.2.3.3 Interconnection of Facilities (Cont'd)

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

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Buyer (Cont'd)

2.2.3 Buyer Equipment and Channels (Cont'd)

2.2.3.4 Inspections

- (a) Upon notification to the Buyer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Buyer is complying with the requirements set forth in this Section.
- (b) If protective requirements for Buyer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Buyer promptly if there is any need for further corrective action. Within five days of receiving this notice, the Buyer must take this corrective action and notify the Company of the action taken. If the Buyer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension or termination of service, to protect its facilities, equipment and personnel from harm.

2.2.3.5 Prohibited Uses

- (a) The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Buyer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and/or permits.
- (b) The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- (c) The Company may require a Buyer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

## ACCESS SERVICE

3. PAYMENT AND BILLING3.1 Payment Arrangements

## 3.1.1 Payment for Service

The Company will endeavor to bill on a current basis all charges incurred by and credits due to the Buyer under this Tariff attributable to Service(s) established or discontinued during the preceding billing period, as described in Section 3.1.2.

The Buyer is responsible for the payment of all charges for Service(s) furnished by the Company. All bills are due 31 days after the bill date (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized by the federal government or applicable state government), such payment shall be due on the next business day.

3.1.1.1 The Buyer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s), unless otherwise agreed to in writing, pursuant to an ICB contract, the terms of which are available to similarly situated Buyers.

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

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

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.2 Billing and Collection of Charges

- 3.1.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Buyer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within eighteen (18) months of the date upon which service was provided, assuming that the Buyer was aware of the unbilled Services during the period the Services were unbilled.
- 3.1.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
  - (a) Buyer's billing will begin upon delivery of Calls to, or receipt of Calls from the Company. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Buyer.
- 3.1.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date.
- 3.1.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.
- 3.1.2.5 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.
- 3.1.2.6 If any portion of the Buyer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a Late Payment Fee shall be due to the Company. The Late Payment Fee shall be calculated at 1.5% of the unpaid balance per month or portion thereof for the period from the due date until the payment is received.

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.2 Billing and Collection of Charges (Cont'd)

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

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

3.1.3 Advance Payments

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

3.1.4 Jurisdictional Reporting Requirements

3.1.4.1 To determine the jurisdiction of a call, the Company compares the originating number information with the terminating number information. Traffic without sufficient call detail shall be that traffic for which the originating number information lacks a valid Charge Party Number or Calling Party Number. x

3.1.4.2 The Buyer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Switched Access Service. When terminating call details are insufficient to determine the jurisdiction for the call, the Buyer may supply the projected PIU factor. The projected PIU factor will be used to apportion the terminating call minutes for which call details were insufficient to determine jurisdiction between the interstate and intrastate jurisdictions. x

<sup>(x)</sup> Issued under authority of Commission Order 11-111 to bring tariff material into compliance with the *Sprint v Northern Valley Order*.

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

- 3.1.4.3 When terminating call details are insufficient to determine the jurisdiction, and the Buyer does not supply a projected PIU factor, calls will be billed using a PIU of 50 (50% interstate – 50% intrastate). Nx
- 3.1.4.4 The Buyer may update the PIU factor on a quarterly basis. The Buyer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months' of data, ending no more than seventy-five (75) days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31st). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report.
- (a) No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated.
- (b) The Buyer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve (12) month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 8XX, etc.) and service type. The Company may request the work papers and summary in support of the Buyer's projected PIU factor. Nx

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

3.1.4.5 If a billing dispute arises concerning the projected interstate percentage, the Company will ask the Buyer to provide the data the Buyer uses to determine the projected PIU by sending a letter to the Buyer (by certified U.S. Mail, return receipt requested) requesting that the Buyer contact the Company to discuss and explain their report within thirty (30) days of the Company's request. If no response is received from the Buyer, the Company will send a letter to the Buyer (by certified U.S. Mail, return receipt requested) requesting the work papers and any support dating used by the Buyer to substantiate the most recent interstate percentage. The requested information must be submitted by the Buyer to the Company within thirty (30) days after receipt of the certified letter.

(a) If the Buyer submits the work papers and summary as requested, the Company will review this information within thirty (30) days after receipt of the Buyer's information.

(1) If after review of the documentation, the Company and the Buyer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.

(2) If the Company and the Buyer do not establish a revised interstate percentage, the Company will begin the procedures as set forth below to conduct an audit.

(b) If no response is received from the Buyer, the Company will begin the auditing procedures as set forth below.

Nx

Nx

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

- 3.1.4.6 When jurisdictional reports are not provided by the Buyer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows: Nx
- If the Company and the Buyer mutually agree upon an independent auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the Buyer will be bound by such agreement; or
  - The Buyer may select an independent auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent auditing firm and pay all expenses.
- 3.1.4.7 The Company will adjust the Buyer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the Buyer may report a revised PIU. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first. Nx

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## ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)3.1 Payment Arrangements (Cont'd)

(N)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

## 3.1.4.8 Identification and Rating of VoIP-PSTN Traffic

VoIP-PSTN Traffic is defined as traffic exchanged between a Company End User and the Buyer in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP) format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the Buyer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order.

VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as set forth in Section 7, following.

1. Calculation and Application of Percent-VoIP- Usage Factors
  - (a) The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under B, preceding, by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Buyer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Buyer to the Company's end user.
  - (b) The Buyer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Buyer's total originating intrastate access MOU that the Buyer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
  - (c) The Buyer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Buyer's total terminating intrastate access MOU that the Buyer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.

(N)

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

3.1.4.8 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

1. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

- (d) The Buyer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
  - (e) Both the Buyer provided originating PVU and the terminating PVU shall be based on information such as the number of the Buyer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
  - (f) The Buyer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
  - (g) If the Buyer does not furnish the Company with a PVU factor, the Company will utilize a PVU equal to zero.
2. Initial Implementation of PVU Factors
- (a) If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Buyer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the Buyer to the Company prior to April 15, 2012.
  - (b) The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

(N)

(N)

## ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)3.1 Payment Arrangements (Cont'd)

(N)

## 3.1.4 Jurisdictional Reporting Requirements (Cont'd)

## 3.1.4.8 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

## 3. PVU Factor Updates

The Buyer may update the PVU factors quarterly using the method set forth in 1.c, preceding. If the Buyer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

## 4. PVU Factor Verification

(a) Not more than twice in any year, the Company may request from the Buyer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Buyer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Buyer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.

(b) The Company may dispute the Buyer's PVU factor based upon:

- A review of the requested data and information provided by the Buyer,
- The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.

A change in the reported PVU factor by more than five percentage points from the preceding quarter.

(N)

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.4 Jurisdictional Reporting Requirements (Cont'd)

3.1.4.8 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

4. PVU Factor Verification

- c. If after review of the data and information, the Buyer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.
- d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Buyer's PVU factor to no more than twice per year. The Buyer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Buyer.
  - In the event that the Buyer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Buyer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Buyer. These PVU factors will remain in effect until the audit can be completed.
  - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
  - The Company will adjust the Buyer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Buyer.
  - If the audit supports the Buyer's PVU factors, the usage for the contested periods will be adjusted to reflect the Buyer's audited PVU factors.

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.5 Deposits

3.1.5.1 To safeguard its interests, the Company may require a Buyer to make a deposit to be held as a guarantee for the payment of charges. A deposit will be required under the following conditions:

- (a) Buyer has had no previous Access Service; or
- (b) Buyer does not have verifiable credit the Company; or
- (c) Buyer has had previous verifiable Access Service with the Company but has an outstanding and unpaid bill for Access Service; or has not established satisfactory credit. Satisfactory credit for an Access Service Buyer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

The deposit will not exceed an amount equal to:

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

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## ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)3.1 Payment Arrangements (Cont'd)3.1.5 Deposits (Cont'd)

3.1.5.2 An initial deposit or an additional deposit will be required of an existing Buyer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when payment history includes a suspension of service for nonpayment, or includes more than one notification of intention to suspend service for nonpayment during the previous twelve month period.

(a) Any demand for a deposit from an existing Buyer is due and payable within ten days after the requirement is imposed. This demand shall be in writing. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Buyer without further notice.

(b) When it is determined that a deposit is required under the conditions specified above, the Buyer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Access Service is a current Buyer with at least two years' continuous service, whose payment history for the most recent twelve month period is satisfactory.

3.1.5.3 When a Service is discontinued, the amount of a deposit, if any, will be applied to the Buyer's account and any credit balance remaining will be refunded.

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

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

Certain material on this page was previously on Page 30.

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.5 Deposits (Cont'd)

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

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

3.1.6 Discontinuance of Service

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

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

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



ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.6 Discontinuance of Service (Cont'd)

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

3.1.6.5 Upon the Company's discontinuance of Service to the Buyer under the terms of this Tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Buyer during the remainder of the term for which such Service(s) would have otherwise been provided to the Buyer to be immediately due and payable.

3.1.7 Billing Disputes

3.1.7.1 General

- (a) All bills are presumed accurate, and shall be binding on the Buyer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact (which is listed on every page of this Tariff) within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Buyer wishes to dispute.
- (b) Prior to or at the time of submitting a good faith dispute, Buyer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Buyer transmitted an interstate telecommunications to the Company's network.

<sup>(s)</sup> Issued under authority of Commission Order 11-111 to bring tariff material into compliance with the Sprint v Northern Valley Order.

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.7 Billing Disputes (Cont'd)

3.1.7.1 General (Cont'd)

- (c) If payment of the originally billed amount is not made when due – whether or not a notice of dispute has been submitted – Buyer will incur a Late Payment Fee on the unpaid amount at the rate of 1.5% per month on the total unpaid balance.
- (d) The Company will evaluate the Buyer's dispute and notify the Buyer in writing of its determination of whether the dispute has been resolved in favor of or against the Buyer. If the Company does not respond to the Buyer's notice of dispute within 60 days after receiving such notice, the dispute will be deemed rejected. Buyer has the right to pursue any and all legal remedies if dissatisfied with Company's determination.

3.1.7.2 Late Payment Fee

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

3.1.7.3 Adjustments or Refunds to the Buyer

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

<sup>(x)</sup> Issued under authority of Commission Order 11-111 to bring tariff material into compliance with the *Sprint v Northern Valley Order*.

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.1 Payment Arrangements (Cont'd)

3.1.7 Billing Disputes (Cont'd)

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

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

3.1.7.4 Attorneys' Fees

In the event that the Company pursues and prevails on a claim in Court or before any regulatory body arising out of a Buyer's refusal to make payment pursuant to this Tariff, including refusal to pay for services originating or terminating to a Volume End User, Buyer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

x

x

3.2 Access Billing

3.2.1 Billing Standards

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

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

*Some material previously found on this page has been moved to page 34.1.*

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ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.2 Access Billing (Cont'd)

3.2.2 Distance Charges

- 3.2.2.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between the Company's Points of Presence as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia.
- 3.2.2.2 The airline distance between any two Points of Presence is determined as follows:
- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each POP from the above referenced document(s),
  - (b) Compute the difference between the "V" coordinates of the two POPs; and the difference between the two "H" coordinates,

ACCESS SERVICE

3. PAYMENT AND BILLING (Cont'd)

3.2 Access Billing (Cont'd)

3.2.2 Distance Charges (Cont'd)

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

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

3.2.3 Suspension, Termination or Refusal of Service

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

ACCESS SERVICE

4. CONSTRUCTIVE ORDERING

4.1 General

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

4.1.1 Constructive Ordering

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

5. SWITCHED ACCESS SERVICE

5.1 General

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

## ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)5.1 General (Cont'd)

## 5.1.1 Rate Categories and Descriptions

The Company's Interstate Switched Access Service rate elements include the following rate elements or their functional equivalents:

## 5.1.1.1 Switching:

5.1.1.1 (a) "Tandem Switching" denotes an intermediate switching function between the originating point of a Call and its final destination. This function can be provided by a tandem switch or functionally equivalent equipment.

5.1.1.1 (b) "Local Switching" denotes the switching functionality closest to the calling party or called party, as applicable. This function can be performed by a switch or functionally equivalent equipment. These switching functions are charged on a per-MOU basis, unless otherwise specified by the Company.

5.1.1.1 (c) "Information" services denote functions associated with the provision of directory assistance and call routing. Examples include Information/Intercept Surcharges.

5.1.1.2 Transport: Charges for the transmission of Calls. Transport rate categories consist of two elements: a Transport Termination per path per MOU charge (in some ILEC areas, the rate may be per termination) and a Transport Facility rate per mile per MOU charge.

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

ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Categories and Descriptions

5.1.1.4 800 Database Access Service: 800 Data Base Access Service is provided with FGD Switched Access Service. When a 1+800 series+NXX-XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 800 data base to perform the identification function. The call will then be routed to the identified End User over FGD switched access. The 800 series includes the following service area codes: 800, 888, 877, 866, 855, 844, 833, and 822.

The manner in which 800 Database Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined following:

When 800 Database Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases or at a non-SSP equipped end office that can accommodate direct trunking of originating 800 service calls, all such service will be provisioned from that office.

When 800 Database Access Service originates at an end office not equipped with SSP End User identification capability, the 800 services call will be delivered to the access tandem on which the end office is homed for 800 series service and which is equipped with SSP feature to query centralized databases.

When 800 Database Access Service originates at an end office equipped with SSP capability that is not capable of accommodating direct trunking of originating 800 series (other than the 800 service access codes) call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in following are in addition to those charges applicable for the Feature Group D switched access service. Charges for this service are provided in Section 7.2.3.



ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Categories and Descriptions (Cont'd)

5.1.1.4 800 Database Access Service (Cont'd)

The Commission has concluded that hoarding, defined as the acquisition of more toll free numbers that one intends to use for the provision of toll free service, as well as the sale of a toll free number by a private entity for a fee, is contrary to the public interest in the conservation of the scarce toll free number resource and contrary to the Commission's responsibility to promote ordinary use and allocation of toll free numbers.

ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)

5.2 Switched Access Service Specifications – Company Requirements

5.2.1 Network Management

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

5.2.2 Transmission Specifications

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

5.2.3 Testing

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

5.2.4 Report Requirements

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

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

## ACCESS SERVICE

5. SWITCHED ACCESS SERVICE (Cont'd)5.3 Rate Regulations

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

## 5.3.1 Description and Application of Rates

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

## 5.3.2 Contracts and Individual Case Basis (ICB) Rates

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

In addition to any rate or charge established by the Company, the Buyer will be responsible for any Recurring or Nonrecurring Charges imposed by local exchange telephone companies incurred by or on behalf of the Buyer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange telephone company, at the Company's option.

## 5.3.3 Pass-Through of Taxes and Regulatory Fees

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

ACCESS SERVICE

6. MISCELLANEOUS SERVICES

6.1 General

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

6.1.1 Presubscription

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

6.1.2 Maintenance of Service

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

ACCESS SERVICE

6. MISCELLANEOUS ACCESS SERVICE

6.1 General (Cont'd)

6.1.3 International Blocking Service

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

6.1.4 900 Blocking Service

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

## ACCESS SERVICE

6. MISCELLANEOUS ACCESS SERVICE6.1 General (Cont'd)

## 6.1.5 Access Order Charge

The Access Order Charge is applied to all Buyer requests for new Switched Access Service. In addition, the Access Order Charge is applicable to Buyer requests for additions, changes or rearrangements to existing Switched Access Service with the following exceptions:

## 6.1.5.1 The Access Order Charge does not apply:

- 6.1.5.1.1 To administrative changes as set forth following.
- 6.1.5.1.2 When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- 6.1.5.1.3 When the Interim NXX Translation charge is applicable.
- 6.1.5.1.4 When a Presubscription Charge is applicable.
- 6.1.5.1.5 When a Company initiated network reconfiguration requires a Buyer's existing access service to be reconfigured.
- 6.1.5.1.6 When a service with an ICE rate is converted to a similar service with a non-ICE tariff rate prior to the expiration of the ICB.
- 6.1.5.1.7 When a Billing Name and Address Order charge is applicable.  
When a 900 Blocking Service charge is applicable.
- 6.1.5.1.8 When Payphone Service Providers (PSPs) obtain Coin Supervision Additive Service in conjunction with local exchange service lines for the provision of pay telephone service.

The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company except by the Company applying the Interim NXX Translation charge, and is in addition to other applicable charges as set forth in this and other sections of this tariff. The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition to the delivery of signaling to an existing STP Port. The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition of CICs to an existing trunk group.

7. RATES AND CHARGES

7.1 General

Rates for Access Service and the other services listed in this Tariff will include usage charges for the rate elements, applicable Recurring Charges, Nonrecurring Charges and miscellaneous charges or combinations of same and are identified herein.

7.2 Switched Access Service

7.2.1 Recurring Rate Elements:

- (a) Local Switching, per MOU
  - (b) Tandem Switched Transport – Per Mile, per MOU/mile
  - (c) Tandem Switched Transport – Fixed, per MOU
  - (d) Common Transport Multiplexing, per MOU
  - (e) Carrier Common Line
  - (f) End Office Shared Port, Per MOU (termination only)
  - (g) Information Surcharge (if applicable)
- (C)  
|  
(C)

## ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)7.2 Switched Access Service (Cont'd)

## 7.2.2 Rates Reflect Tariffed Rates of Appropriate ILECs

(C/R)

The Company offers service for Access Service, which includes the following elements: Local Switching, Tandem Switched Transport – Per Mile, Tandem Switched Transport – Fixed, Common Transport Multiplexing, Carrier Common Line, and End Office Shared Port. These rates mirror those filed by Qwest Corporation d/b/a CenturyLink QC on file with the Commission.

Mileage for the Tandem Switched Facility rate will be calculated in accordance with Section 3.2.2.

The following rates are applicable to service provided to Buyers to access all End Users, including Volume End Users:

Local Switching, per MOU	\$0.001974
Tandem-Switched Transport – Per mile, per MOU/mile	\$0.000030
Tandem Switched Transport – Fixed, per MOU	\$0.000240
Common Transport Multiplexing, per MOU	\$0.000036
Carrier Common Line, per MOU	\$0.000000
End Office Shared Port, per MOU	\$0.000747

## 7.2.3 800 Database Access Service

Per query	\$0.004053
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(C/R)



ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)

7.3 Other Services

7.3.1 Technician Hourly Rates

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

7.3.2 Unauthorized PIC Change Charge

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

7.3.3 Access Order Charge

Per Order      \$130.00