

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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20	Original	41	Original	71	Original
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\* - indicates those pages included with this filing

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Issued By:  
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Annapolis, Maryland 21401

FCC1204

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Constructive Order - Delivery of calls to or acceptance of calls from the Company's End Users over Company's network or facilities constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access Service by the Customer.

Core - Core Communications, Inc., et al., issuers of this tariff.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, corporation or other entity which orders Switched Access Service or any other Service provided pursuant to this Tariff, and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier. The Customer is responsible for the payment of charges associated with any Switched Access Service or other Service it uses, and for compliance with the terms and conditions of this Tariff. (T)

Customer End User - Any person, firm, partnership, corporation or other entity that subscribes to or otherwise uses the long distance, toll or other services of the Customer.

Customer Premises - The premises specified by the Customer for delivery of Switched Access Services, for example, an interexchange carrier's Point of Presence.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

Services - Services provided pursuant to this Tariff.

Service Commencement Date - For Services ordered pursuant to an ASR or Application for 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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Switch - An electronic device that is used to provide communications services, including Switched Access Services, long distance toll services and/or Local Exchange Services, and which may perform other functions as well.

Switched Access Service - Access to the network or facilities of the Company for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this rate sheet. Switched Access Service includes services and facilities provided for the origination or termination of any interstate or foreign communications regardless of the technology used in transmission, including, but not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology. Switched Access Service includes, but is not limited to, 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; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; and common trunk port. Consistent with 47 C.F.R. § 61.26(a)(3)(ii), Switched Access Services includes the termination of interexchange telecommunications traffic to any retail end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service (Cont'd.)

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

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefor. All claims must be submitted to the Company within thirty (30) days of the invoice date of the bill for the disputed services. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff. (T)
- B. Customer shall pay any disputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for disputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Tariff, including refusal to pay for services originating from or terminating to any Company End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.7 Prohibition on Blocking by Customer

Customers are prohibited from unilaterally discontinuing the provision of service to Company End Users, or otherwise blocking or impairing access traffic in the Originating Direction or the Terminating Direction. Any Customer that fails to fully comply with sections 2.10.7 and 2.10.8 of this tariff, shall, within ten (10) calendar days after such non-compliance, pay the Company a blocking penalty in the amount of \$10,000 for each day of such non-compliance. All disputes relating to the collection of such a blocking penalty shall be resolved solely and exclusively by binding arbitration in accordance with section 2.10.9 of this tariff. Pursuant to this general prohibition, Customers may not:

- A. unilaterally block, impair, discontinue or otherwise interfere with the carriage of Traffic in the Originating Direction; or
- B. unilaterally block, impair, discontinue or otherwise interfere with the carriage of Traffic in the Terminating Direction.

## 2.10.8 Discontinuance of Service by Customer – Procedures

- A. Notwithstanding Section 2.10.7.A., above, a Customer that is an Interexchange Carrier may block or otherwise discontinue carriage of Traffic in the Originating Direction if, prior to taking such action:
  - 1) the discontinuing Interexchange Carrier shall obtain a signed Letter of Authorization of Discontinuance (LOAD) from each of the Company End Users that are presubscribed to the discontinuing Interexchange Carrier;
  - 2) each of the Company End Users that is presubscribed the discontinuing Interexchange Carrier has selected another presubscribed Interexchange Carrier and that newly selected presubscribed Interexchange Carrier has commenced service to that Customer; and
  - 3) the discontinuing Interexchange Carrier obtains all necessary legal and regulatory authority to discontinue service, including but not limited to authority for discontinuance of service pursuant to Part 63 of the Federal Communications Commission Rules (47 C.F.R. § 63.01, et. seq.) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

2.10 Billing and Payment For Service (Continued)

2.10.8 Discontinuance of Service by Customer – Procedures (Cont'd.)

- B. Notwithstanding Section 2.10.7.B., above, Customer may block or otherwise discontinue the carriage of Traffic in the Terminating Direction if, prior to discontinuance of such service:
  - 1) the discontinuing Customer obtains a signed Letter of Authorization of Impairment of Service (LOAI) identifying the specific telephone numbers to which calls will be blocked and obtaining the written consent from each Customer End User authorizing discontinuance of delivery of traffic to those specific telephone numbers; and
  - 2) the discontinuing Customer obtains all necessary legal and regulatory authority to discontinue such service, including but not limited to authority pursuant to Part 63 of the Federal Communications Commission Rules (47 C.F.R. § 63.01, et. seq.) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214).
- C. The LOAD and the LOAI shall be in a form approved by the Company prior to use by the Customer. Such approval shall not be unreasonably delayed or denied.
- D. Customers shall provide the Company with copies of the signed LOADs and LOAIs within ten (10) calendar days after they are requested by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

2.10 Billing and Payment For Service (Continued)

2.10.9 Binding Arbitration

- A. IT IS IMPORTANT THAT THE CUSTOMER READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF CERTAIN BILLING DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. THE PURPOSE OF THIS SECTION IS TO PROVIDE AN EFFICIENT FORUM FOR THE EXPEDITIOUS RESOLUTION OF COLLECTION ACTIONS BY THE COMPANY AGAINST THE CUSTOMER OVERWHICH THE FCC LACKS JURISDICTION.
  
- B. THIS TARIFF IS AN OFFER THAT THE CUSTOMER ACCEPTS BY USING THE COMPANY'S SERVICE OR FACILITIES. THE CUSTOMER AGREES TO ARBITRATE WITHIN THE MEANING OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ., BY USING THE COMPANY'S SERVICE OR FACILITIES.
  
- C. THE COMPANY HAS PROVIDED THE CUSTOMER WITH THE USE OF THE COMPANY'S SERVICE OR FACILITIES IN RELIANCE UPON THE CUSTOMER'S AGREEMENT TO BE BOUND BY THE DECISION OF THE ARBITRATOR. BY USING OR PAYING FOR THE COMPANY'S SERVICE OR FACILITIES, THE CUSTOMER AGREES TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS TARIFF. IF THE CUSTOMER DOES NOT AGREE TO THESE PRICES, CHARGES, TERMS AND CONDITIONS, THE CUSTOMER SHALL NOT USE THE COMPANY'S SERVICE OR FACILITIES. SECTION 2.10.8 OF THIS TARIFF PROVIDES THE CUSTOMER WITH A CHOICE OF WHETHER TO USE THE COMPANY'S SERVICE. IF THE CUSTOMER DOES NOT AGREE WITH THIS ARBITRATION CLAUSE, THE CUSTOMER SHOULD EXERCISE THE PROCEDURES SET FORTH IN SECTION 2.10.8 TO BLOCK CALLS TO THE COMPANY'S NETWORK AND DISCONTINUE THE USE OF THE COMPANY'S SERVICE.

(N)

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.9 Binding Arbitration (Cont'd.)

D. In recognition that the FCC lacks jurisdiction to address a collection action brought by the Company against a Customer, all disputes relating to the collection of any amount billed by the Company pursuant to this tariff but not paid by the Customer by the payment date shall be resolved solely and exclusively by binding arbitration in accordance with the provisions of this tariff. Whenever the Company performs billing or collection for another carrier, all disputes relating to the collection of any amount billed by or on behalf of the other carrier, but not paid by the Customer by the payment date, shall also be resolved solely and exclusively by binding arbitration. Furthermore, all disputes relating to the collection of the blocking penalty described in section 2.10.7 of this tariff shall be resolved solely and exclusively by binding arbitration in accordance with this section. By using the Company's service or facilities, the Customer agrees with the Company that the arbitrator, rather than a court, shall decide arbitrability. Notwithstanding the Federal Arbitration Act, 9 U.S.C. § 4, the arbitrator shall have exclusive authority to decide whether this tariff constitutes a written agreement to arbitrate for purposes of the Federal Arbitration Act. As the Company only offers the use of its service and facilities subject to this arbitration clause, the Customer's use of the Company's service or facilities shall constitute clear and unmistakable evidence that the Customer agrees to submit the arbitrability question to arbitration. The only other issues that will be decided by the arbitrator are the following:

- “Which of the Final Offers presented by the Customer and the Company most accurately specifies the dollar amount that the Customer must pay the Company in accordance with the rates, terms and conditions of this tariff?”
- When the Company performs billing or collection for another carrier, which of the Final Offers presented by the Customer and the Company most accurately specifies the dollar amount the Customer must pay either the Company or the other carrier in accordance with the tariff of the carrier for which the Company performs billing or collection?”

(N)

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.9 Binding Arbitration (Cont'd.)

## D. (Cont'd.)

The arbitrator shall not refer issues covered by this arbitration clause, and involving a collection action by the Company against the Customer that is outside of the FCC's jurisdiction, to any court, the FCC or any other regulatory agency. The Federal Arbitration Act, not state law, shall govern such arbitration except as supplemented, limited or modified by the terms of this tariff. The arbitration shall be conducted by a single arbitrator, who will determine the amount of compensation that (1) the Customer shall pay for the Company's services or (2) the Customer shall pay for the services of another carrier for which the Company performs billing or collection.

E. The arbitrator shall enforce all the rates, terms and other provisions of this lawful tariff, and may not refuse to apply any rate, term or other provision contained in this lawful tariff because the provisions of this tariff are deemed lawful under section 204(a)(3) of the Communications Act so long as they are effective. Should there be any conflict between terms contained in this lawful tariff, the arbitrator shall give greater weight to specific terms over general provisions and attempt to reconcile any such conflict so as to apply the lawful tariff to the service provided by the Company to the Customer.

F. Nothing herein shall be construed as preventing a Customer from filing a complaint with the FCC alleging a violation of the Communications Act by the Company. Nor does this tariff prevent the FCC from exercising its jurisdiction. However, the FCC lacks jurisdiction to address a collection action brought by the Company against its Customer. Furthermore, it is unnecessary to obtain an FCC determination that this arbitration clause is enforceable before the arbitration can proceed because this arbitration clause is deemed lawful under section 204(a)(3) of the Communications Act and therefore valid and enforceable as a matter of law while it is effective. A Customer also cannot file a complaint with the FCC seeking a retroactive refund of the charges billed pursuant to this lawful tariff because this tariff is deemed lawful under section 204(a)(3) of the Communications Act, and section 204(a)(3) prohibits retroactive refunds. Therefore, the Customer's filing of a complaint with the FCC or a court shall not delay, stay or postpone the arbitrator's award of, and the Customer's payment of compensation to, the Company in such a collection action that enforces this lawful tariff.

(N)

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

2.10 Billing and Payment For Service (Continued)

2.10.9 Binding Arbitration (Cont'd.)

- G. The party commencing arbitration (the "Claimant") shall deliver to the other party (the "Respondent") a notice of arbitration. The arbitration shall be deemed commenced as to any Respondent on the date on which the notice of arbitration is received by the Respondent (the date of receipt of notice of arbitration being referred to herein as "Commencement"). The Claimant and the Respondent shall accept all notices by mail, overnight delivery, hand delivery, courier, electronic facsimile (fax) or electronic mail (E-mail).
- H. Within five calendar days after Commencement, the Claimant and the Respondent shall jointly request a list of five potential arbitrators (the "List") from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia located at the following address:

Attn.: Chief Circuit Mediator  
 Office of the Circuit Executive  
 U.S. District Court for the District of Columbia  
 E. Barrett Prettyman U.S. Courthouse  
 333 Constitution Avenue, N.W.  
 Room 5727  
 Washington, D.C. 20001  
 Tel. (202) 216-7350  
 Fax (202) 273-0331

If the Respondent fails to participate or cooperate with the Claimant in requesting the List of five potential arbitrators from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia within ten calendar days after Commencement, then the Claimant may request the List and provide it to the Respondent.

(N)

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.9 Binding Arbitration (Cont'd.)

- I. The Customer and the Company shall negotiate in good faith to reach an agreement on the appointment of one arbitrator from the List. If the Customer and the Company are unable to agree upon the selection of a single arbitrator from the List within five calendar days of receipt of the List, or if either the Customer or the Company fail to participate in such selection, then a single arbitrator will be randomly selected from the List using a random generation system administered by Smartplay International, Inc. Smartplay will conduct the random selection at its office located at 1550 Bridgeboro Rd., Edgewater Park, NJ 08010 (Tel: 609-880-1865) or another location mutually agreed upon by the Claimant and the Respondent. If Smartplay refuses or is unable to conduct the random selection within five (5) calendar days, a similar organization with experience in random generation systems will randomly select the arbitrator. The Customer and the Company shall each pay one half of the cost of compensating Smartplay or the similar organization that conducts the random selection of the arbitrator. The Customer and the Company shall be bound by the decision of the single arbitrator selected randomly to the same extent as the decision of an arbitrator which was selected from the List by mutual agreement of the Customer and the Company.
- J. If the Customer has not fully paid by Commencement all of the Company's bills or the bills of other carriers for which the Company performs billing or collection, the Customer shall, within three business days after the selection of the arbitrator as described in paragraph (I) above, deposit any unpaid amount into an interest bearing escrow account that shall be administered by the arbitrator. Because section 204(a)(3) prohibits retroactive refunds, the unpaid amount deposited in the escrow account is not subject to retroactive refunds by the FCC.

(N)

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.9 Binding Arbitration (Cont'd.)

- K. Arbitration shall be based on written submissions to the arbitrator by the Claimant and Respondent without an oral hearing. These written submissions are referred to herein as the Final Offers. Within ten calendar days after the selection of the arbitrator as described in paragraph (I) above, the Claimant shall submit its Final Offer to the arbitrator setting forth the dollar amount that the Customer should pay the Company (or the carrier for which the Company performs billing or collection), including but not limited to compensation according to the tariff rates, any section 2.10.7 blocking penalty, deposits, late payment penalties, interest, costs and attorneys' fees, and provide the reasons and evidence to support that position. Within ten calendar days of the Claimant's submission of its Final Offer to the arbitrator, the Respondent shall submit its Final Offer to the arbitrator setting forth the dollar amount that the Customer should pay the Company (or the carrier for which the Company performs billing or collection), if any, including but not limited to compensation according to the tariff rates, any section 2.10.7 blocking penalty, deposits, late payment penalties, interest, costs and attorneys' fees, and provide the reasons and evidence to support that position. To ensure that the Final Offers have the opportunity to fully confront the evidence and identify all material errors in any factual or legal claims, there is no page limit on the Final Offers. Each Final Offer should be signed by a person authorized to verify the accuracy of the Final Offer and contain the following statement: "The undersigned declares under penalty of perjury that the facts and exhibits in this submission are true to the best of my knowledge, information, and belief, except as otherwise stated herein." The Customer and the Company shall serve each other with their Final Offers on the same day each Final Offer is submitted to the arbitrator. No additional factual information may be submitted to the arbitrator after the Final Offers have been made, except as ordered by the arbitrator in extraordinary cases when the demands of justice require it.

(N)

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

## 2.10 Billing and Payment For Service (Continued)

## 2.10.9 Binding Arbitration (Cont'd.)

- L. The arbitrator, after reviewing the Final Offers and the accompanying exhibits, will issue a written opinion choosing one Final Offer. The arbitrator shall not craft a compromise or middle-ground award in lieu of selecting one of the Final Offers. The arbitrator may not edit or modify the Final Offer that he or she selects. The arbitrator shall not limit, expand or otherwise modify the terms of this tariff, and shall not award punitive or consequential damages. If either the Customer or the Company fail to timely submit a Final Offer with the arbitrator, the arbitrator will choose as his award the Final Offer that was timely submitted by the other party. The arbitrator's award shall include the payment of a deposit and late payment penalties in accordance with this tariff, any blocking penalty required by section 2.10.7, and interest on any amount held in escrow by the arbitrator. In addition, the arbitrator shall award costs and attorneys' fees to the party that submitted the Final Offer which was chosen by the arbitrator.
- M. The arbitrator shall render a decision regarding the award not later than fourteen (14) calendar days from the date the arbitrator receives the Final Offers unless the arbitrator extends this time in extraordinary cases when the demands of justice require it. The arbitrator shall disclose the decision regarding the award to only the Claimant and the Respondent, but not to any third party, unless required by law. If the Customer and the Company reach a settlement agreement regarding the billing dispute at any time prior to the decision of the arbitrator, they may withdraw from this arbitration process.
- N. The Company and the Customer shall be bound by the arbitrator's determination. The arbitrator's decision may not be appealed or contested in any judicial or regulatory proceeding. By using the Company's service or facilities, the Customer agrees to waive its rights under the Federal Arbitration Act, 9 U.S.C. §§ 10 and 11, to seek a court order vacating or modifying the arbitrator's award. The arbitrator's award may be enforced by either an action at law on the award under seal or by applying for a judgment under seal confirming the award by the U.S. District Court for the District of Columbia or any other court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 9, 13. Unless the court denies the request that the court issue its order under seal or as otherwise required by law, the Claimant and Respondent shall not publicly disclose the court order confirming the arbitration award.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

2.10 Billing and Payment For Service (Continued)

2.10.9 Binding Arbitration (Cont'd.)

- O. There shall be no discovery or depositions, except as ordered by the arbitrator in extraordinary cases when the demands of justice require it.
- P. The Company, the Customer, and their attorneys, agents, and representatives shall not engage in ex parte communications with the arbitrator, except as permitted by the arbitrator in extraordinary cases when one of the parties has refused to participate in joint communications with the arbitrator and the demands of justice require such ex parte communications.
- Q. The Claimant, the Respondent, their attorneys, agents and representatives, and any other participants to the arbitration shall not disclose to any third party the arbitrator's decision, the award, or any information obtained via the arbitration, including documents, evidence, and data, except:
  - (1) information that is or becomes available to the public through no violation of this tariff,
  - (2) information that was previously known by the receiving party without any obligation to hold it in confidence,
  - (3) information that is received from a third party free to disclose such information without restriction,
  - (4) information that is independently developed by the receiving party without the use of confidential information of the disclosing party,
  - (5) such disclosure that is agreed to in writing by both the Claimant and the Respondent, but only to the extent of and subject to such conditions as may be imposed in such written authorization,

(N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

(N)

2.10 Billing and Payment For Service (Continued)

2.10.9 Binding Arbitration (Cont'd.)

Q. The Claimant (Cont'd.)

- (6) as may be required by law, regulation or this tariff to be disclosed, but only to the extent and for the purposes of such required disclosure and after notice to the disclosing party, or
- (7) information that is disclosed in response to a valid order of a court or other governmental body of the United States, any state or any political subdivision thereof, but only to the extent of and for the purposes of such order.

R. The fees and costs of the arbitrator shall be borne equally by the Claimant and the Respondent.

S. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

T. If any provision of this tariff shall be held invalid or unenforceable by a court or the FCC, such provision shall be deemed deleted from this tariff and replaced by a valid and enforceable provision which so far as possible achieves the intent of the original tariff provision. The remaining provisions of this tariff shall continue in full force and effect.

(N)

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 SECTION 4 – RATES AND CHARGES

## 4.1 Rate Elements

## 4.1.1 Rates and Charges – AT&amp;T Territory

## A. Alabama, Florida, Georgia, Kentucky

Tandem-Switched Transport – Termination, per minute	\$0.000168
Tandem-Switched Transport – Facility, per minute per mile	\$0.000020
Access Tandem Switching, per minute	\$0.001145 (R)
CMUX, per minute	\$0.000380
CTP, per minute	\$0.000800
Local Switching, per minute	\$0.002089 (R)
Host-Remote Transport – Termination, per minute	\$0.000168
Host-Remote Transport – Facility, per minute per mile	\$0.000020
Host/Remote – CMUX per minute	\$0.000380
Host Remote – CTP per minute, per termination	\$0.000800

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.3 Rates and Charges - Verizon

## A. Delaware, District of Columbia., Maryland, New Jersey, New York, Pennsylvania, Virginia and West Virginia

Tandem-Switched Transport - Termination, per minute	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000002
Access Tandem Switching, per minute	\$0.001574 (R)
CMUX, per minute	\$0.000000
CTP, per minute	\$0.001688 (I)
Local Switching, per minute	\$0.002406 (I)
Host-Remote Transport - Termination, per minute	\$0.000000
Host/Remote, per minute per mile	\$0.000000

## B. Florida (former GTE Territory), all zones

Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020
Access Tandem Switching, per minute	\$0.001574 (R)
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.001692 (I)
Local Switching, per minute	\$0.00209950
Host-Remote Transport - Termination, per minute per termination	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020
Host/Remote - CTP, per minute	\$0.001692 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.3 Rates and Charges - Verizon (Cont'd.)

## C. Pennsylvania (former GTE Territory), all zones

Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020
Access Tandem Switching, per minute	\$0.001574 (R)
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.001688 (I)
Local Switching, per minute	\$0.002406 (I)
Host-Remote Transport - Termination, per minute per termination	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020
Host/Remote - CTP, per minute	\$0.001688 (I)

## D. Virginia (former GTE Territory)

Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020
Access Tandem Switching, per minute	\$0.001574 (R)
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.001688 (I)
Local Switching, per minute	\$0.002406 (I)
Host-Remote Transport - Termination, per minute per termination	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020
Host/Remote - CTP, per minute	\$0.001688 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.4 Rates and Charges – Windstream Pennsylvania, Inc.

Tandem-Switched Transport - Termination, per minute per termination	\$0.0005840
Tandem-Switched Transport - Facility, per minute per mile	\$0.0001400
Access Tandem Switching, per minute	\$0.0015740
CMUX, per minute	\$0.0000220
CTP, per minute	\$0.0006070
Local Switching, per minute	\$0.0030240

## 4.1.5 Rates and Charges – Armstrong Telephone Company North

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.044902 (I)

## 4.1.6 Rates and Charges – Armstrong Telephone Company - Pennsylvania

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.044902 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.7 Rates and Charges – The Bentleyville Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.022451 (I)

## 4.1.8 Rates and Charges – Buffalo Valley Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.013470 (R)

## 4.1.9 Rates and Charges – Citizens Telecommunications Company of Kecksburg

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.022451 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.10 Rates and Charges – Citizens Telephone Company of New York, Inc. d/b/a Frontier Communications Company of New York

Tandem-Switched Transport - Termination, per minute per termination	\$0.0010000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000500
Access Tandem Switching, per minute	\$0.0000500
CMUX, per minute	\$0.0000500
Local Switching, per minute	\$0.0026000

## 4.1.11 Rates and Charges – Commonwealth Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.017961 (R)

## 4.1.12 Rates and Charges – Conestoga Telephone and Telegraph Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.013470 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.13 Rates and Charges – Denver and Ephrata Telephone and Telegraph Company d/b/a D&amp;E Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.013470 (I)

## 4.1.14 Rates and Charges – TDS Telecom/Deposit Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.013470 (I)

## 4.1.15 Rates and Charges – Frontier Communications of Breezewood, LLC

Tandem-Switched Transport - Termination, per minute per termination	\$0.0024177 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000100 (R)
Access Tandem Switching, per minute	\$0.0020000 (R)
Local Switching, per minute	\$0.0265114 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.16 Rates and Charges – Frontier Communications of Canton, LLC

Tandem-Switched Transport - Termination, per minute per termination	\$0.0024177 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000100 (R)
Access Tandem Switching, per minute	\$0.0020000 (R)
Local Switching, per minute	\$0.0265114 (I)

## 4.1.17 Rates and Charges – Frontier Communications of Lakewood, LLC

Tandem-Switched Transport - Termination, per minute per termination	\$0.0024177 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000100 (R)
Access Tandem Switching, per minute	\$0.0020000 (R)
Local Switching, per minute	\$0.0265114 (I)

## 4.1.18 Rates and Charges – Frontier Communications of Oswayo River, LLC

Tandem-Switched Transport - Termination, per minute per termination	\$0.0024177 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000100 (R)
Access Tandem Switching, per minute	\$0.0020000 (R)
Local Switching, per minute	\$0.0265114 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.19 Rates and Charges – Frontier Communications of Pennsylvania, LLC

Tandem-Switched Transport - Termination, per minute per termination	\$0.0024177 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000100 (R)
Access Tandem Switching, per minute	\$0.0020000 (R)
Local Switching, per minute	\$0.0265114 (I)

## 4.1.20 Rates and Charges – The Hancock Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.044902 (I)

## 4.1.21 Rates and Charges – Hickory Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.035922 (R)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.22 Rates and Charges – Ironton Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.0010550
Tandem-Switched Transport - Facility, per minute per mile	\$0.0002030
Access Tandem Switching, per minute	\$0.0027440
Local Switching, per minute	\$0.0165220

## 4.1.23 Rates and Charges – Lackawaxen Telecommunications Services

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.013470 (I)

## 4.1.24 Rates and Charges – Laurel Highland Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.017961 (R)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.25 Rates and Charges – Marianna and Scenery Hill Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.013470 (I)

## 4.1.26 Rates and Charges – North Penn Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.017961 (R)

## 4.1.27 Rates and Charges – Consolidated Communications of Pennsylvania Company f/k/a North Pittsburgh Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.013470 (R)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.28 Rates and Charges – The North-Eastern Pennsylvania Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.001232
Tandem-Switched Transport - Facility, per minute per mile	\$0.000237
Access Tandem Switching, per minute	\$0.003117
Local Switching, per minute	\$0.018449

## 4.1.29 Rates and Charges – Palmerton Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.017961 (I)

## 4.1.30 Rates and Charges – Pennsylvania Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.035922 (R)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.31 Rates and Charges – Pymatuning Independent Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.031431 (I)

## 4.1.32 Rates and Charges – South Canaan Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.026941 (R)

## 4.1.33 Rates and Charges – TDS Telecom/Mahanoy &amp; Mahantango Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.013470 (I)

## SECTION 4 – RATES AND CHARGES, (CONT'D)

## 4.1 Rate Elements (Cont'd.)

## 4.1.34 Rates and Charges – TDS Telecom/Sugar Valley Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.013470 (I)

## 4.1.35 Rates and Charges – Venus Telephone Corporation

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.040412 (I)

## 4.1.36 Rates and Charges – West Side Telephone Co. d/b/a West Side Telecommunications

Tandem-Switched Transport - Termination, per minute per termination	\$0.000979 (R)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000188 (R)
Access Tandem Switching, per minute	\$0.002468 (R)
Local Switching, per minute	\$0.044902 (I)

SECTION 4 – RATES AND CHARGES, (CONT'D)

4.1 Rate Elements (Cont'd.)

4.1.37 Rates and Charges – Yukon Waltz Telephone Company

Tandem-Switched Transport - Termination, per minute per termination	\$0.002090 (I)
Tandem-Switched Transport - Facility, per minute per mile	\$0.000402 (I)
Access Tandem Switching, per minute	\$0.005272 (I)
Local Switching, per minute	\$0.035922 (R)

4.1.38 Toll-Free 8XX Data Base Access Service, per Query

All Service Areas, per query: \$0.008

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SECTION 7 - INTERSTATE ACCESS STIMULATION TRAFFIC

- 7.1 Interstate Access Stimulation Traffic is defined as Traffic that constitutes “access stimulation” traffic generated pursuant to a revenue sharing agreement (as delineated in FCC Item 11-161, ¶¶ 656-701 and 47 C.F.R. §§ 61.3(aaa)).
- 7.2 The rates applicable to Interstate Access Stimulation Traffic shall be equivalent to the interstate access rates of the price cap LEC with the lowest interstate access rates in each state, which rates are set forth herein in sections 4.1.1.A & 4.1.3.A.
- 7.3 The Company shall be fully entitled to bill (and collect from) Customer for Switched Access Services provided in connection with Interstate Access Stimulation Traffic as set forth in this Tariff.

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