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INTERSTATE ACCESS SERVICES TARIFF

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*This Tariff, FCC Tariff No. 2, issued by YMax Communications Corp. cancels and replaces FCC Tariff No. 1 in its entirety.*

(M)

TITLE PAGE

INTERSTATE ACCESS SERVICES TARIFF

OF

YMAX COMMUNICATIONS CORP.

(M)

This tariff contains the rates, charges, terms and conditions of service for the provision of interstate access telecommunications services by YMax Communications Corp. within the 50 states and the District of Columbia.

(T)(M)  
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(T)(M)

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

(N)  
(N)

*Certain material now found on this page was previously located on Page 1.*

Original Effective Date is September 15, 2011

(N)

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## CHECK SHEET

$$\begin{array}{c} \text{(M)} \\ | \\ \text{(T)(M)} \\ \text{(T)(M)} \end{array}$$

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*					
1	1 <sup>st</sup> Revised	*					
2	1 <sup>st</sup> Revised	*					
3	1 <sup>st</sup> Revised	*					
4	1 <sup>st</sup> Revised	*					
5	1 <sup>st</sup> Revised	*					
9	1 <sup>st</sup> Revised	*					
10	1 <sup>st</sup> Revised	*					
15	1 <sup>st</sup> Revised	*					
16	1 <sup>st</sup> Revised	*					
47	1 <sup>st</sup> Revised	*					
64	1 <sup>st</sup> Revised	*					
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88.1	Original	*					

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INTERSTATE ACCESS SERVICES TARIFF

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ISSUING CARRIER

YMax Communications Corp.

(M)

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|  
|  
|

CONCURRING CARRIERS

None

(M)

(M)(T)

CONNECTING CARRIERS

None

(N)

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|  
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|

OTHER PARTICIPATING CARRIERS

None

(N)

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## EXPLANATION OF SYMBOLS

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

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

## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.(1)
  - 2.1.1.A.(1)(a)

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**INTERSTATE ACCESS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Office Switches and Switched Access Customers. An Access Tandem may be operated by the Company, or by another Carrier with which the Company is interconnected.

**Account** – Either a Customer's physical location or individual Service represented by a unique account number within the billing system. Multiple services each with a unique account number may be part of one physical location.

**Application for Service** – The Company order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Service.

**Authorized User** – A person, firm, corporation, or other entity that is authorized by Customer to be connected to the Service of Customer.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, Interexchange Carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

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

**Bps** - Bits per second. The number of bits transmitted in a one second interval.

**Business Hours** – The phrase “Business Hours” generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

**Business Office** – The phrase “Business Office” means the primary location where the business operations of the Company are performed and where a copy of the Company’s tariffs are made available for public inspection. The address of the business office is 5700 Georgia Avenue, West Palm Beach, Florida 33405.

**Call** - A Customer or End User attempt to establish a voice-grade connection for which complete address information (e.g., 0-, 911, or 10 digits) is provided, or which results in completion of a 2-way voice-grade communications path.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

Central Office - See End Office.

Central Office Prefix - The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

Channel - An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination, which may include a virtual or derived path.

CIC - A numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of Feature Group B or Feature Group D Switched Access Services. The numeric code is unique to each carrier and is used by the Company to route switched access traffic to the Customer Designated Premises.

Commission - Refers to the Federal Communications Commission.

Common Carrier or Carrier – A telecommunications carrier providing domestic interstate or international communications service.

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

Company or YMax – Used throughout this tariff to indicate YMax Communications Corp., the issuer of this tariff.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Facilities constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer - Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which uses and/or subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers and/or providers using VoIP-PSTN Traffic.

(C)  
|  
(C)

Customer Designated Premises - The term "Customer Designated Premises" denotes the premises specified or provided by the customer for the provision of Access Service.

Dedicated Access - Where originating or terminating access between an end user and an Interexchange Carrier are provided via dedicated facilities, circuits, channels, or connections.

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

Direct-Trunked Transport – transport from a serving wire center to an end office or from a serving wire center to an access tandem on circuits dedicated to the use of a single customer.

DS1 – Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

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

End Office Switch - A Switch that provides the first point of connection between an End User and the Public Switched Telephone Network (PSTN), that sets up and takes down voice-grade communications paths between an End User and other parties on the PSTN, and that exchanges SS7-compatible signaling with other switches on the PSTN. The "first point of connection" means there is no other Switch performing these functions between it and the End User, regardless of how the End User obtains its connection to that switch.

End User - Any customer of an interstate or foreign telecommunications service and/or VoIP provider 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 service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. (C)

Exchange -- A unit generally smaller than a local access and transport area, established by the Company or another local exchange carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a local exchange carrier's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)**

Exchange Message Interface ("EMI") – The industry standard format used for exchange of telecommunications message information among Carriers.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Company's services, whether or not such plant or equipment is owned and/or controlled by the Company.

FCC – Federal Communications Commission.

Gbps - Gigabits per second; billions of bits per second.

Holiday – The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

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

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

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

Kbps - Kilobits per second; 1000s of bits per second.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

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

Legal Holiday – Days other than Saturday or Sunday for which the Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Company is closed.

Local Exchange Company (LEC) – A company that furnishes local exchange telephone services.

Location Routing Number (LRN) – a unique NPA-NXX-XXXX that serves as a routing number associated with a central office switch that has subscribers that have transferred their telephone numbers from one local exchange telecommunications carrier to another.

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Network Control Signaling – the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Non-business Hours – The phrase “non-business hours” means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

North American Numbering Plan – a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

NPA - Numbering Plan Area or area code.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

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

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

Originating Direction - The use of Switched Access Service to deliver interexchange calls from an End User to a Customer's Point of Presence.

PIC - Primary Interexchange Carrier.

Point of Demarcation –The point of interconnection between a Carrier's communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations. The Point of Demarcation may be located on the Customer's or End User's premises if facilities are provided by the Carrier, or may be located on the Carrier's premises if the Customer or End User elects to provide its own facilities to connect at that location.

Point of Interconnection, or POI – A geographic location designated by the Company at which it offers to interconnect with Customers for the purpose of providing switched access services to those Customers, and to interconnect with End Users for the purpose of providing End User Access, in a particular LATA. The POI will be treated as the location of the Company's End Office Switch in that LATA for purposes of this Tariff, regardless of whether any switching equipment is physically present at that location.

Point of Presence or POP – The physical location associated with a Carrier's communication and switching systems at which those systems are interconnected, directly or indirectly, with the facilities and equipment of the Company.

Point of Termination – See Point of Demarcation, above.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a public highway.

Public Switched Telephone Network (or PSTN) – The interconnected network of networks providing voice-grade switched communications service to end users with station addressing based upon the North American Numbering Plan, regardless of the technology or facilities used to provide this service, and regardless of the dialing plan or pattern actually used by a particular caller.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

Query - The inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Release Message – An SS7 message sent in either direction to indicate that a specific circuit is being released.

Services – The Company's common carrier communications services provided under this Tariff.

Service Commencement Date - 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.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

Service Order - A written request for Services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for Services offered under this tariff. A Service Order is not necessary if there has been a Constructive Order.

Serving Wire Center - A geographic location designated by the Company where Switched Access trunks or other access facilities are terminated for purposes of interconnection to other elements or Switched Access Service provided by the Company.

Special Access - See Dedicated Access.

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

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switch – The electronic devices, hardware and/or software collectively utilized by or on behalf of the Company, regardless of ownership of such devices, hardware, and/or software, to provide access to Customers to send or receive calls from End-Users.

Switched Access – Refers to the services described in Section 3 of this Tariff, including but not limited to Tandem Connect Access and Direct Connect Access. (C)

Tandem Switch - See Access Tandem.

Tandem Switched Transport – transport from a tandem to an end office that is switched at a tandem.

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## SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (Cont'd.)

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on a Customer's or End User's side of a Point of Demarcation.

Terminating Direction - The use of Switched Access Service to deliver interexchange calls from a Customer's Point of Presence to an End User.

Timely Payment – A payment on a Customer's account made on or before the due date.

Transmission Path – An electrical or electronic path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies. A transmission path is comprised of physical, virtual or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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

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

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

V & H Coordinates Method – a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Voice-grade – A connection that is suitable for the two-way transmission of voice frequency signals in analog or digital form. Nothing in this Tariff should be construed to limit the type of information that may be transmitted over such a connection.

VOIP-PSTN Traffic - traffic exchanged over PSTN facilities that originates and/or terminates in IP format. See FCC 11-161, ¶ 940.

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## SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish interstate communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

## 2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.4 Assignments and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

## 2.5 Application for Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

## 2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other Common Carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other Common Carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Liability of the Company, (Cont'd.)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's Point of Presence resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of an End User's services. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use an End User's services, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls through equipment controlled and/or provided by the End User, that are transmitted over the Company's network without the authorization of the End User. The Customer shall be fully liable for all such usage charges.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Designated Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Designated Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein;
- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers; and
- J. to the extent that the Customer network is being used for dial-up access to the Internet, the Customer shall provide to the Company in advance and prior to any subsequent network changes by the Customer, the physical locations of the ISP servers to which calls are routed through the Customer's network along with the other information that would enable the Company to distinguish between ISP-bound calls originated within the local calling area of the ISP and those originated from outside of such local calling area. Such information is necessary in order for the Company to identify toll-substitute calls that are generated by the virtual-NXX ("vNXX") dialing arrangements made available by the Customer to its ISP customers. Any compensation for local traffic due to either the Company or the Customer shall, consistent with FCC rules, be pursuant to an agreement negotiated between the parties.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

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

B. Network Contingency Coordination

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

C. Jurisdictional Reports

(1) Report Requirements for Access Services

All charges (i.e. monthly rates, usage rates, and nonrecurring charges) are prorated between interstate and intrastate based on industry practices as set forth in this section.

(2) Procedure for Determining Call Jurisdiction

For traffic originated by the Customer and terminated by the Company, the Company shall compare the terminating NPA-NXX of the called Company local service customer to the Local Routing Number ("LRN") field of the EMI access records, where such LRN field is properly populated. Where such LRN field is not properly populated, and for all other traffic, the Company shall compare its local service customer's NPA-NXX to the originating Automatic Number Identification ("ANI") or to the calling NPA-NXX, except that the Company shall use the Percent Interstate Use ("PIU") when the originating ANI is not available or when the jurisdiction of the call cannot otherwise be determined. If the Company can determine the jurisdictional nature of a least 90% of the traffic, the remaining 10% of the traffic will be billed at the observed jurisdictional rate.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

## D. Jurisdictional Definitions

Interstate – A call is an interstate communication if it involves dial-up access to the Internet or if the NPA-NXX of the Company local service customer placing or receiving the call is not within the same state as the called or calling party respectively.

Intrastate – Except for ISP dial-up calls which are inherently interstate, a call is an intrastate communication if the NPA-NXX of the Company local service customer placing or receiving the call is within the same state as the called or calling party respectively.

## E. Jurisdictional Percentages and Determination of Access Charges

Usage-sensitive and non-usage-sensitive rates and nonrecurring charges, including those associated with optional features, shall be prorated based on the call jurisdiction determined through the procedure set forth in 2.9.2.C.(2), above. When a PIU must be used, it shall be expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. When a PIU must be used, the PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the Customer pursuant to the procedure identified in 2.9.2.C.(2), above. When a PIU must be used for non-usage sensitive and nonrecurring rates, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. When a PIU must be used for usage sensitive rates, the quantity of usage-sensitive units is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge.

Separate PIU factors, when PIU factors are applicable pursuant to 2.9.2.C.(2) above, are required for originating or terminating usage.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

## F. Interstate PIU

The PIU will be established by the Company or provided by the Customer as described following:

## (1) Company-Developed PIU

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

## (2) Customer-Provided PIU

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, a PIU factor must be reported by the Customer to the Company, as follows:

The Customer will provide a projected interstate usage percentage for originating (FGA, FGB, and FGD) access minutes for each LATA from which the customer may originate or terminate traffic. The specified percentage will be applied to all End Office Switches to which the customer may originate or terminate traffic within the LATA.

All PIU factors provided in a report update must be furnished via a letter. PIU factors provided via letter will be kept on file by the Company.

For FGA and FGB, pursuant to Federal Communications Commission Order FCC 85-145 (adopted April 16, 1985), when the customer does not have sufficient data to determine jurisdiction, the PIU is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communication. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) in an interstate communication.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

## G. Intrastate IJP

## (1) Company-Developed IJP

Where the Company can, pursuant to 2.9.2.C.(2), above, adequately determine the jurisdiction of an originating or terminating call from the call detail, the Company will bill according to the jurisdiction of the call as determined from that call detail.

## (2) Customer-Provided IJP

Where the Company does not possess the capability to adequately determine the jurisdiction of a switched access service, the Company will determine the IJP for the service by subtracting the customer-provided PIU from 100.

## H. Report Updates

## (1) Annual Requirements

The Customer shall provide to the Company by April 15 of each year a written report which provides the methodology utilized by the customer to develop the PIU factors provided in the quarterly report.

If the customer does not provide the annual report by April 15 of each year, the customer will be notified by certified mail that if the annual report is not received within thirty (30) calendar days of the receipt of the notice, the Company will designate its default PIU factor of 50% for each service, with the exception of originating 700 Access Service, arranged for interstate use. For originating 700 Access Service, the Company will designate a PIU factor of 0%. This factor will be applied pursuant to 2.9.2.C.(2), above, to the next billing cycle following the thirty (30) day notice period and will be utilized until the customer provides an annual report. Once the Customer does provide an annual report, the Company will update the Customer's PIU factors within fifteen (15) business days utilizing the most current PIU reported by the customer.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

## I. Quarterly Update Requirements

The Customer is required to provide updates to the PIU reports. Upon receipt by the Company, the revised report will serve as the basis for future billing pursuant to 2.9.2.C.(2), above, and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates pursuant to 2.9.2.C.(2), above.

- (1) Effective on the first of January, April, July, and October of each year, the Customer will update the PIU reports. The Customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing pursuant to 2.9.2.C.(2), above.
- (2) When the Customer does not provide a quarterly update report, but has complied with the annual report requirements, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. When the Customer does not provide a quarterly update report and has not complied with the annual report requirements, the default PIU will be applied pursuant to 2.9.2.C.(2), above.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.9 Obligations of the Customer, (Cont'd.)

## 2.9.2 (Cont'd.)

## J. Audit of Jurisdictional Accuracy

- (1) If the Company disputes the reasonableness of the PIU provided by the customer as set forth in 2.9.2.H., preceding, or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the customer to determine the projected interstate percentage. The Customer shall retain, for a minimum of one year, accurate call detail records from which the percentage of interstate and intrastate use can be derived, and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to no more than one per year, except where additional audits may be required to verify allocation changes that represent a five percent shift from the Customer's most recent reported figures, and such change is not the result of seasonal shifts or other identifiable reasons. The Customer may request that verification audits be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.

In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PIU, the Company will bill the usage for all the contested periods using the PIU reported by the Customer for the previous period pursuant to 2.9.2.H., above. This PIU will remain in effect until the Customer provides the call detail records from which the percentage of interstate and intrastate use can be derived. No prorating or back billing will be done based on the newly derived factor.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.10 Billing and Payment For Service

## 2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);

## 2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.



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INTERSTATE ACCESS SERVICES TARIFF

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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

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.10.4 Disputed Charges

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within ninety (90) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a written good faith dispute. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services. For the purposes of this Section, a "good faith dispute" is defined as written notice to the Company's contact (which is listed on every page of this Tariff), containing sufficient documentation to enable the Company 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 Customer wishes to dispute. If the Customer does not submit a good faith dispute within the time stated above, the Customer waives all rights to filing a claim thereafter and the bill shall be deemed to be correct and binding on the Customer.
- C. Any disputed charges must be paid in full prior to or at the time of submitting a good faith dispute and failure to tender payment for disputed invoices or portions thereof is a sufficient basis for the Company to deny a dispute for the Customer's failure to demonstrate that the dispute was made in good faith.
- D. If the Company does not respond to the Customer's notice of dispute within 60 days after receiving such notice, the dispute will be deemed rejected. Customer has the right to pursue any and all legal remedies if dissatisfied with the Company's determination.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.10.4 Disputed Charges, (Cont'd.)

## E. Resolution of Billing Disputes

1. In the event that the Company resolves the billing dispute in the favor of a Customer who has paid the total amount of the disputed bill as required by the Tariff, the Company will credit the Customer's account for any overpayment by the Customer, together with Simple Interest, in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this Tariff, but canceled the service, the Company will issue a refund of any overpayment by the Customer, together with Simple Interest.
3. Simple Interest, for purposes of this tariff, will be applied at a rate of 0.5% per month on any overpayment.

F. In the event that the Company pursues a claim against the Customer before any court or regulatory agency to collect payments owed by the Customer for Services provided pursuant to this tariff, Customer shall be liable for the payment of the Company's reasonable attorneys' fees and court costs expended in collecting those unpaid amounts in addition to other relief a court may award.

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

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

## 2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day. 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.

## 2.10.6 Returned Check Charge

A service charge equal to \$35.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.11 Taxes, Surcharges and Fees

- 2.11.1 All taxes, including state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax), are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.12 Deposits and Advanced Payments

## 2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

## 2.12.2 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

## 2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.13 Cancellation by Company

2.13.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.13.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tampering with the equipment or services of the Company or its agents.
- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.13 Cancellation by Company, (Cont'd.)

2.13.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.14 Restoration of Service

- 2.14.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.14.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.14.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, Appendix A, which specify the priority system for such activities.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.15 Provision of Company Equipment and Facilities

- 2.15.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer except following required notice procedures.
- 2.15.3 Equipment the Company provides or installs at the Customer Designated Premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.15.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.16 Interconnection

- 2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications Common Carriers and with private systems, including without limitation Internet Service Providers and IP networks, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers, Internet Service Providers, or private systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating Carriers shall be provided at the Customer's expense.
- 2.16.2 Connection with the facilities or services of other Carriers, private systems, or Internet Service Providers shall be under the applicable terms and conditions of the other parties' tariffs or commercial agreements. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's Facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.16.3 The Customer shall ensure that the facilities or equipment provided by another entity are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.16.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another Carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.17 Customer-Provided Equipment

- 2.17.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.17.2 Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.17.3 The Customer is responsible for ensuring that Customer-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 Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.17.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.17.5 If the protective requirements for Customer-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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.18 Inspection, Testing and Adjustments

- 2.18.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.18.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.18.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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## SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

## 2.19 Notices and Communications

- 2.19.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.19.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.19.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.19.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.19.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.19.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Mixed Interstate and Intrastate Switched Access Services

- 2.20.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

3.1.1 Switched Access Service provides a switched, two-point voice-grade communications path (including PSTN or VoIP-PSTN Traffic) between a Customer's Point of Presence and a point of demarcation with an End User, which may be used to originate calls from such End User to the Customer's network and to terminate calls from the Customer's Network to such End User. In the case of Tandem Connect Access, described in 3.2.5.A below, this communications path may be provided jointly by the Company and another Carrier(s), in which case the Company will bill only for the functions it provides pursuant to this Tariff, and each other Carrier will provide the remaining functions under the terms and conditions of any applicable contract or tariff to which it is a party.

(C)

A. The completion of an interstate originating call from an End User's Terminal Equipment to a Customer's POP or an interstate terminating call from a Customer's POP to an End User's Terminal Equipment using any Facilities provided by the Company shall constitute the provision of Switched Access Service to the Customer, regardless of whether such call was intended or authorized by the End User regardless of whether the End User or the Company, or either of them, is in compliance with any terms or conditions of any contract, tariff, or other arrangement between the End User and the Company; and regardless of whether the making of such call was authorized under or otherwise in compliance with the terms or conditions of any service provided by the Customer to its subscriber.

3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from End User(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.2 Manner of Provision

3.2.1 Switched Access is furnished for the Customer's use in originating calls from and terminating calls to End Users.

3.2.2 [Reserved for Future Use]

3.2.3 [Reserved for Future Use].

3.2.4 Switched Access service will be provided with SS7 Signaling or a compatible form of signaling.

3.2.5 Two types of Switched Access are available:

A. Tandem Connect Access: This option applies when the Customer has no direct facilities to the Company's Serving Wire Center or POI. Traffic is routed to and from the Company's Facilities via the Access Tandem. Delivery of calls to, or acceptance of calls from, End User(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

1. The Customer must order a connection to the Access Tandem from the Carrier operating that tandem, in accordance with that Carrier's applicable terms and conditions of service.

B. Direct Connect Access: This option applies when the Customer connects to the Company's Serving Wire Center or POI by means of dedicated facilities. This transmission path is dedicated to the use of a single Customer. The Customer is responsible for providing such facilities itself or for negotiating such arrangements with possible suppliers. To the extent that the Company is able to provide such arrangements, the dedicated portion of Direct Connect Access would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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INTERSTATE ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Manner of Provision, (Cont'd.)

3.2.5 Two types of Switched Access are available:, (Cont'd.)

B. Direct Connect Access:, (Cont'd.)

1. Direct Connect Access is provided on a per-DS1 trunk basis.
2. When ordering capacity for Direct Connect Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 Switched Access Service

3.3.1 Applicable Rate Elements – Tandem Connect Access

The following switched access rate elements shall apply to all Tandem Connect Access usage:

Tandem-Switched Transport – Termination; Tandem-Switched Transport – Facility, and Common Transport Multiplexing (abbreviated “CMUX”). The Access Tandem Switching rate element shall also apply to any Tandem Connect Access usage that is routed via a Company Access Tandem, but not to usage routed via another Common Carrier’s Access Tandem.

3.3.2 Applicable Rate Elements – All Switched Access Usage

The following rate elements shall apply to all switched access usage, including both Tandem Connect Access and Direct Connect Access:

- Local Switching, and
- Common Trunk Port (abbreviated “CTP”).

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.4 Access Ordering

## 3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB), and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - (1) Customer name and Premises address(es);
  - (2) Billing name and address (when different from Customer name and address); and
  - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.4 Access Ordering, (Cont'd.)

## 3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Designated Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  - (2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
    - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
    - (b) There is no existing facility connecting the Customer Designated Premises with the Company; or
    - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
    - (d) The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.4 Access Ordering, (Cont'd.)

## 3.4.3 Access Service Request Modifications

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

## 3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.6 Obligations of the Company

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its Facilities to ensure that provision of acceptable service levels to all users of the Company's services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its Facilities, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer Facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the Customer's POP to each End Office Switch. The Company may use any facilities, technologies, and methods of transmission of its choice to provide the services described in this Tariff and to enable Customer and End Users to communicate with each other. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups.

Selection of facilities and equipment and traffic routing of the service are based on the Company's standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an End Office Switch or through an Access Tandem Switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 3.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.



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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.8 Rate Regulations

## 3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

## 3.8.2 Types of Charges

- A. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.8 Rate Regulations, (Cont'd.)

## 3.8.3 Measurement of Access Minutes

The duration of use of Switched Access Service is measured according to the following regulations.

- A. [Reserved for Future Use]
- B. [Reserved for Future Use]
- C. When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.8 Rate Regulations, (Cont'd.)

## 3.8.3 Measurement of Access Minutes, (Cont'd.)

- E. Mileage, where applicable, will be measured in accordance with standard industry practices. For the Tandem-Switched Transport – Facility rate element, mileage will be measured as the airline mileage distance from the Access Tandem to the Company's Serving Wire Center or to the Company's POI within the same LATA as the Access Tandem, whichever is less. If another Common Carrier operates the Access Tandem and bills the Customer for any portion of this mileage, the mileage billed by the Company will be reduced so that the total mileage billed by both Carriers does not exceed the distance specified in the preceding sentence.
- F. Access minutes are accumulated monthly. Fractional minutes for the month are rounded up to the next whole minute.
- G. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.8 Rate Regulations, (Cont'd.)

## 3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:

- (1) The point of demarcation at the Customer's Premises, or
- (2) The Customer's Premises

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

- (1) Moves Within the Same Building

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

- (2) Moves to a Different Building

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

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## SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

## 3.8 Rate Regulations, (Cont'd.)

## 3.8.5 Installation of Optional Features

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office switch or an access tandem switch, only one such charge will apply.

## 3.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of demarcation at the Customer's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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## SECTION 4 – RATES AND CHARGES

## 4.1 Rate Elements

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

## A. Illinois, Indiana, Michigan, Ohio and Wisconsin

## Tandem-Switched Transport - Termination, per minute

Zone 1	\$0.000103
Zone 2	\$0.000103
Zone 3	\$0.000105
Zone 4	\$0.000107
Zone 5	\$0.000109

## Tandem-Switched Transport - Facility, per minute per mile

Zone 1	\$0.000013
Zones 2-5	\$0.000014

## Access Tandem Switching, per minute

Zone 1	\$0.001084
Zone 2	\$0.001116
Zone 3	\$0.001120
Zone 4	\$0.001252
Zone 5	\$0.001800

## CMUX, per minute

Zone 1	\$0.000015
Zone 2	\$0.000017
Zone 3	\$0.000018
Zone 4-5	\$0.000018

CTP, per minute, all zones \$0.000371

Local Switching, per minute, all zones \$0.003116

Host-Remote Transport - Termination, per minute \$0.000410

Host-Remote Transport - Facility, per minute per mile \$0.000021

Host-Remote CTP, per minute \$0.000371

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.1 Rates and Charges – AT&amp;T Territory, (Cont'd.)

## B. California

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000075
Zone 2	\$0.000130
Zone 3	\$0.000240
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000015
Zone 2	\$0.000025
Zone 3	\$0.000044
Access Tandem Switching, per minute	
Zone 1	\$0.000440
Zone 2	\$0.001042
Zone 3	\$0.001750
CMUX, per minute	\$0.000098
CTP, per minute, all zones	\$0.004696
Local Switching, per minute, all zones	\$0.002620
Host-Remote Transport - Termination, per minute	
Zone 1	\$0.001005
Zone 2	\$0.001219
Zone 3	\$0.001232
Host-Remote Transport - Facility, per minute per mile	\$0.000028

## C. Nevada

Tandem-Switched Transport - Termination, per minute	\$0.000120
Tandem-Switched Transport - Facility, per minute per mile	\$0.000008
Access Tandem Switching, per minute	\$0.001062
CMUX, per minute	\$0.000018
CTP, per minute	\$0.001663
Local Switching, per minute	\$0.001342
Host-Remote Transport - Termination, per minute	\$0.000901
Host-Remote Transport - Facility, per minute per mile	\$0.000019

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.1 Rates and Charges – AT&amp;T Territory, (Cont'd.)

## D. Arkansas, Kansas, Missouri, Oklahoma, Texas, all zones

Tandem-Switched Transport - Termination, per minute	\$0.000053
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003
Access Tandem Switching, per minute	\$0.000288
CMUX, per minute	\$0.000047
CTP, per minute	\$0.000900

Local Switching, per minute	\$0.002563
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Host-Remote Transport - Termination, per minute	\$0.000173
Host-Remote Transport - Facility, per minute per mile	\$0.000014

## E. Connecticut (AT&amp;T/SNET Territory), all zones

Tandem-Switched Transport - Termination, per minute	\$0.000063
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003
Access Tandem Switching, per minute	\$0.000634
CMUX, per minute	\$0.000082
CTP, per minute	\$0.001400

Local Switching, per minute	\$0.003133
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Host-Remote Transport - Termination, per minute	\$0.000285
Host-Remote Transport - Facility, per minute per mile	\$0.000101

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.1 Rates and Charges - AT&amp;T Territory, (Cont'd.)

## F. Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, all zones

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
CMUX, per minute	\$0.000380
CTP, per minute	\$0.000800
Local Switching, per minute	\$0.002089 <b>(R)</b>
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

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.2 Rates and Charges – CenturyLink QC (formerly Qwest) Territory

Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming

Tandem-Switched Transport - Termination, per minute	
Banded over 0-8 miles	\$0.000240
Banded 9-25 miles	\$0.000240
Banded 26-50 miles	\$0.000240
Banded over 50+ miles	\$0.000240
Tandem-Switched Transport - Facility, per minute, per mile	
Banded over 0-8 miles	\$0.000030
Banded 9-25 miles	\$0.000030
Banded 26-50 miles	\$0.000030
Banded over 50+ miles	\$0.000030
Access Tandem Switching, per minute	\$0.002252
CMUX, per minute	\$0.000036
CTP, per minute	\$0.000747
Local Switching, per minute	\$0.001974
Host-Remote Transport - Termination, per minute	\$0.000240
Host-Remote Transport - Facility, per minute per mile	\$0.000030
Host/Remote CTP, per minute	\$0.000747

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory

## A. Florida

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000365
Zone 2	\$0.000438
Zone 3	\$0.000598
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000035
Zone 2	\$0.000055
Zone 3	\$0.000080
Access Tandem Switching, per minute	
Zone 1	\$0.001197
Zone 2	\$0.001338
Zone 3	\$0.001693
CMUX, per minute	
Zone 1	\$0.000327
Zone 2	\$0.000360
Zone 3	\$0.000370
CTP, per minute, all zones	\$0.000557
Local Switching, per minute, all zones	\$0.003568
Host-Remote Transport - Termination, per minute	
Zone 1	\$0.000365
Zone 2	\$0.000438
Zone 3	\$0.000598
Host-Remote Transport - Facility, per minute per mile	
Zone 1	\$0.000035
Zone 2	\$0.000055
Zone 3	\$0.000080
Host/Remote - CMUX per minute	
Zone 1	\$0.000327
Zone 2	\$0.000360
Zone 3	\$0.000370
Host Remote - CTP per minute, per termination	\$0.000557

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## B. Indiana, all zones

Tandem-Switched Transport - Termination, per minute	\$0.000253
Tandem-Switched Transport - Facility, per minute per mile	\$0.000040
Access Tandem Switching, per minute	\$0.000210
CMUX, per minute	\$0.000280
CTP, per minute	\$0.000406
Local Switching, per minute	\$0.003747
Host-Remote Transport - Termination, per minute	\$0.000253
Host-Remote Transport - Facility, per minute per mile	\$0.000040
Host/Remote - CMUX per minute	\$0.000280
Host Remote - CTP per minute, per termination	\$0.000406

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## C. Kansas, Minnesota, Missouri, Nebraska, Texas, Wyoming

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000218
Zone 2	\$0.000235
Zone 3	\$0.000245
Zone 4	\$0.000278
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000020
Zone 2	\$0.000021
Zone 3	\$0.000023
Zone 4	\$0.000025
Access Tandem Switching, per minute	
Zone 1	\$0.000331
Zone 2	\$0.000362
Zone 3	\$0.000381
Zone 4	\$0.000425
CMUX, per minute	
Zone 1	\$0.000218
Zone 2	\$0.000235
Zone 3	\$0.000254
Zone 4	\$0.000277
CTP, per minute, all zones	\$0.000498
Local Switching, per minute, all zones	\$0.003983

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## C. Kansas, Minnesota, Missouri, Nebraska, Texas, Wyoming (Cont'd.)

Host-Remote Transport - Termination, per minute	
Zone 1	\$0.000218
Zone 2	\$0.000235
Zone 3	\$0.000245
Zone 4	\$0.000278
Host-Remote Transport - Facility, per minute per mile	
Zone 1	\$0.000020
Zone 2	\$0.000021
Zone 3	\$0.000023
Zone 3	\$0.000025
Host/Remote - CMUX per minute	
Zone 1	\$0.000218
Zone 2	\$0.000235
Zone 3	\$0.000254
Zone 4	\$0.000277
Host Remote - CTP per minute, per termination	\$0.000498

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## D. South Carolina, Tennessee, Virginia

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000252
Zone 2	\$0.000263
Zone 3	\$0.000290
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000030
Zone 2	\$0.000031
Zone 3	\$0.000038
Access Tandem Switching, per minute	
Zone 1	\$0.000879
Zone 2	\$0.000949
Zone 3	\$0.001085
CMUX, per minute	
Zone 1	\$0.000254
Zone 2	\$0.000277
Zone 3	\$0.000296
CTP, per minute, all zones	\$0.000537
Local Switching, per minute, all zones	\$0.003709
Host-Remote Transport - Termination, per minute	
Zone 1	\$0.000252
Zone 2	\$0.000263
Zone 3	\$0.000290
Host-Remote Transport - Facility, per minute per mile	
Zone 1	\$0.000030
Zone 2	\$0.000031
Zone 3	\$0.000038
Host/Remote - CMUX per minute	
Zone 1	\$0.000254
Zone 2	\$0.000277
Zone 3	\$0.000296
Host Remote - CTP per minute, per termination	\$0.000537

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## E. North Carolina, all zones

Tandem-Switched Transport - Termination, per minute	\$0.000226
Tandem-Switched Transport - Facility, per minute per mile	\$0.000026
Access Tandem Switching, per minute	\$0.000639
CMUX, per minute	\$0.000755
CTP, per minute	\$0.000386
Local Switching, per minute	\$0.003735
Host-Remote Transport - Termination, per minute	\$0.000226
Host-Remote Transport - Facility, per minute per mile	\$0.000026
Host/Remote - CMUX per minute	\$0.000755
Host Remote - CTP per minute, per termination	\$0.000386

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## F. Washington, Oregon

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000225
Zone 2	\$0.000255
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000025
Zone 2	\$0.000035
Access Tandem Switching, per minute	
Zone 1	\$0.000150
Zone 2	\$0.000160
CMUX, per minute	
Zone 1	\$0.000225
Zone 2	\$0.000240
CTP, per minute, all zones	\$0.000428
Local Switching, per minute, all zones	\$0.003770
Host-Remote Transport - Termination, per minute	
Zone 1	\$0.000225
Zone 2	\$0.000255
Host-Remote Transport - Facility, per minute per mile	
Zone 1	\$0.000025
Zone 2	\$0.000035
Host/Remote - CMUX per minute	
Zone 1	\$0.000225
Zone 2	\$0.000240
Host Remote - CTP per minute, per termination	\$0.000428

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd.)

## G. Ohio, all zones

Tandem-Switched Transport - Termination, per minute	\$0.000412
Tandem-Switched Transport - Facility, per minute per mile	\$0.000035
Access Tandem Switching, per minute	\$0.000124
CMUX, per minute	\$0.000405
CTP, per minute	\$0.000405

Local Switching, per minute	\$0.003644
-----------------------------	------------

Host-Remote Transport - Termination, per minute	\$0.000412
Host-Remote Transport - Facility, per minute per mile	\$0.000035
Host/Remote - CMUX per minute	\$0.000405
Host Remote - CTP per minute, per termination	\$0.000405

## H. Pennsylvania, New Jersey, all zones

Tandem-Switched Transport - Termination, per minute	\$0.000449
Tandem-Switched Transport - Facility, per minute per mile	\$0.000022
Access Tandem Switching, per minute	\$0.001438
CMUX, per minute	\$0.000469
CTP, per minute	\$0.000490

Local Switching, per minute	\$0.003892
-----------------------------	------------

Host-Remote Transport - Termination, per minute	\$0.000449
Host-Remote Transport - Facility, per minute per mile	\$0.000022
Host/Remote - CMUX per minute	\$0.000469
Host Remote - CTP per minute, per termination	\$0.000490

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory, (Cont'd.)

## I. Nevada

Tandem-Switched Transport - Termination, per minute	
Zone 1	\$0.000324
Zone 2	\$0.000333
Zone 3	\$0.000369
Tandem-Switched Transport - Facility, per minute per mile	
Zone 1	\$0.000015
Zone 2	\$0.000017
Zone 3	\$0.000019
Access Tandem Switching, per minute	
Zone 1	\$0.002052
Zone 2	\$0.002106
Zone 3	\$0.002260
CMUX, per minute	
Zone 1	\$0.000092
Zone 2	\$0.000096
Zone 3	\$0.000103
CTP, per minute	\$0.000363
Local Switching, per minute	\$0.004130
Host-Remote Transport - Termination, per minute	
Zone 1	\$0.000324
Zone 2	\$0.000333
Zone 3	\$0.000369
Host-Remote Transport - Facility, per minute per mile	
Zone 1	\$0.000015
Zone 2	\$0.000017
Zone 3	\$0.000019
Host/Remote - CMUX per minute	
Zone 1	\$0.000092
Zone 2	\$0.000096
Zone 3	\$0.000103
Host Remote - CTP per minute, per termination	\$0.000363

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.4 Rates and Charges - Verizon Territory

## A. Massachusetts, New York/Connecticut, Rhode Island

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
CMUX, per minute	\$0.000000
CTP, per minute	\$0.001688

Local Switching, per minute	\$0.002406
-----------------------------	------------

Host-Remote Transport - Termination, per minute	\$0.000000
Host/Remote, per minute per mile	\$0.000000

## B. District of Columbia, Delaware, Maryland, New Jersey, Pennsylvania, and 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
CMUX, per minute	\$0.000000
CTP, per minute	\$0.001688

Local Switching, per minute	\$0.002406
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Host-Remote Transport - Termination, per minute	\$0.000000
Host/Remote, per minute per mile	\$0.000000

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.4 Rates and Charges - Verizon Territory, (Cont'd.)

## C. California, 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	\$0.0015740
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0016920
Local Switching, per minute	\$0.0019019
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	\$0.0016920

## D. Florida, 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	\$0.0015740
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0016920
Local Switching, per minute	\$0.0020995
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	\$0.0016920

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.4 Rates and Charges - Verizon Territory, (Cont'd.)

## E. 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	\$0.0015740
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0016880
Local Switching, per minute	\$0.0024060
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	\$0.0016880

## F. Texas, 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	\$0.0015740
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0016920
Local Switching, per minute	\$0.0024060
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	\$0.0016920

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.4 Rates and Charges - Verizon Territory, (Cont'd.)

## G. 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	\$0.0015740
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0016880
Local Switching, per minute	\$0.0024060
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	\$0.0016880

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon)

## A. California West Coast

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	\$0.0021296
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0007207
Local Switching, per minute	\$0.0019019
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	\$0.0007207

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## B. Idaho

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	\$0.0024000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0006407
Local Switching, per minute	\$0.0013794
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	\$0.0006407

## C. Illinois, 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	\$0.0018445
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0006571
Local Switching, per minute	\$0.0019653
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	\$0.0006571

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## D. Indiana

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	\$0.0024000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0007198
Local Switching, per minute	\$0.0020889
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	\$0.0007198

## E. Michigan

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	\$0.0030000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0005292
Local Switching, per minute	\$0.0014123
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	\$0.0005292

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## F. North Carolina, 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	\$0.0016490
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0006170
Local Switching, per minute	\$0.0019548
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	\$0.0006170

## G. Ohio

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	\$0.0024000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0015479
Local Switching, per minute	\$0.0022077
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	\$0.0015479

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## H. Oregon, 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	\$0.0043318
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0007144
Local Switching, per minute	\$0.0022081
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	\$0.0007144

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## I. South Carolina

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	\$0.0024000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0005352
Local Switching, per minute	\$0.0020150
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	\$0.0005352

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## J. Washington, 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	\$0.0036642
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0003861
Local Switching, per minute	\$0.0018654
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	\$0.0003861

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.5 Rates and Charges – Frontier Territory (Formerly Verizon), (Cont'd.)

## K. Wisconsin

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	\$0.0024000
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0006610
Local Switching, per minute	\$0.0025672
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	\$0.0006610

## L. West Virginia

Tandem-Switched Transport - Termination, per minute	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020
Access Tandem Switching, per minute	\$0.0016840
CMUX, per minute	\$0.0000000
CTP, per minute	\$0.0015810
Local Switching, per minute	\$0.0022730
Host-Remote Transport - Termination, per minute	\$0.0000000
Host/Remote, per minute per mile	\$0.0000000

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.6 Rates and Charges – FairPoint Territory (Maine, New Hampshire, Vermont)\*

Tandem-Switched Transport - Termination, per minute	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003
Access Tandem Switching, per minute	\$0.001600
CMUX, per minute	\$0.000000
CTP, per minute	\$0.001595
Local Switching, per minute	\$0.002264
Host-Remote Transport - Termination, per minute	\$0.000000
Host/Remote, per minute per mile	\$0.000000

\*Territory previously served by Verizon.

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.7 Rates and Charges – ACS of Anchorage Territory – Alaska

Tandem-Switched Transport - Termination, per minute	\$0.00165700
Tandem-Switched Transport - Facility, per minute per mile	\$0.00043600
Access Tandem Switching, per minute	\$0.03889400
CMUX, per minute	\$0.00015500
CTP, per minute	\$0.00009800
Local Switching, per minute	\$0.00373500
Information Surcharge, per minute	\$0.00000000
Host-Remote Transport - Termination, per minute	\$0.00165700
Host/Remote, per minute per mile	\$0.00043600

## 4.1.8 Rates and Charges – Hawaiian Telcom Territory – Hawaii

Tandem-Switched Transport - Termination, per minute	\$0.00013000
Tandem-Switched Transport - Facility, per minute per mile	\$0.00003000
Access Tandem Switching, per minute	\$0.00120000
CMUX, per minute	\$0.00003560
CTP, per minute	\$0.00080980
Local Switching, per minute	\$0.00178350
Host-Remote Transport - Termination, per minute	\$0.00026000
Host/Remote, per minute per mile	\$0.00003000
Access Tandem Switching, per minute	\$0.00080980

Certain material previously located on this page is now located on page 88.1

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## SECTION 4 – RATES AND CHARGES, (Cont'd.)

## 4.1 Rate Elements, (Cont'd.)

## 4.1.9 Rates and Charges – Frontier-Rochester Territory (N)

Tandem-Switched Transport - Termination, per minute	\$0.00114997	
Tandem-Switched Transport - Facility, per minute per mile	\$0.00004000	
Access Tandem Switching, per minute	\$0.00010000	
CMUX, per minute	\$0.00001000	
CTP, per minute	\$0.00070000	
Local Switching, per minute	\$0.00295157	
Information Surcharge, per minute	\$0.00000000	
Host-Remote Transport – Termination, per minute	\$0.00114997	
Host/Remote, per minute per mile	\$0.00004000	
Access Tandem Switching, CTP, per minute	\$0.00070000	

## 4.1.10 Rates and Charges – Cincinnati Bell Territory

Tandem-Switched Transport - Termination, per minute	\$0.00060000	
Tandem-Switched Transport - Facility, per minute per mile	\$0.00011700	
Access Tandem Switching, per minute	\$0.00200100	
CMUX, per minute	\$0.00024000	
CTP, per minute	\$0.00096800	
Local Switching, per minute	\$0.00386250	
Information Surcharge, per minute	\$0.00000000	
Host-Remote Transport - Termination, per minute	\$0.00060000	
Host/Remote, per minute per mile	\$0.00011700	(N)

## 4.1.11 Toll-Free 8XX Data Base Access Service, per Query \$0.00750 (M)(T)

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INTERSTATE ACCESS SERVICES TARIFF

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## SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

## 5.1. End User Access Service

5.1.1 The Company offers for a fee End User Access Service. This service is mandatory for End Users desiring connections to the Public Switched Telephone Network. This service provides for the ability of End Users to connect to the Company's End Office Switches to originate or terminate interstate long distance calls, including toll-free calls, provides access to international calling services, and provides a telephone number for use by the End User. End Users may provide their own facilities and/or may obtain facilities or services from another entity (including, for example, special access provided by another Carrier, services provided by an Internet Service Provider and/or any other method to access the Internet), to connect to the Company's End Office Switch, which End Office Switch may also access the Internet.

5.1.2 A monthly or annual recurring End User Access Service Charge set forth below applies for each telephone number assigned to an End User.

End User Access Service Charge (per telephone number)

Monthly option	\$0.01/month
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Prepaid option	\$0.10/year
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5.1.3 For users electing the prepaid option, the End User Access Service Charge must be paid in advance upon the establishment of service, and upon each annual renewal. No refunds will be allowed for cancellation of service.

5.1.4 The End User Access Service charge does not provide for a dedicated transmission facility between the End User premises and the Company's End Office Switch. The Company will provide such facilities upon request on an Individual Case Basis, pursuant to separately-negotiated contracts, where facilities are available.

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## SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

## 5.2 Federal Universal Service Fee

Pursuant to the FCC's Universal Service Orders, the Company will pass-through the USF Contribution assessment to its customers by assessing a surcharge applicable against all retail interstate and international telecommunications service charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The surcharge factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent, but will not exceed the actual Universal Service Contribution payable by the Company as a percentage of end user revenues collected from interstate and international telecommunications services.

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## SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

### 6.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

### 6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

### 6.3 Non-Routine Installation Charges

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

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (Cont'd.)****6.4 Special Construction Charges****6.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (4) in a quantity greater than that which the Company would normally construct;
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.