

ACCESS SERVICE

Regulations, Rates and Charges
applying to the provision of Access Service
for connection to interstate communications facilities
for Interstate Customers within the
operating territory of
TeleStride, LLC

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

(C)

ACCESS SERVICE

ISSUING CARRIERS

TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

ACCESS SERVICE

CHECK SHEET

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ACCESS SERVICE

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

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EXPLANATION OF SYMBOLS

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

EXPLANATION OF ABBREVIATIONS

ac	-Alternating current
ANI	-Automatic Number Identification
AT&T	-American Telephone and Telegraph Company
BD	-Business Day
BHMC	-Busy Hour Minutes of Capacity
BNA	-Bill Name and Address
BTN	-Billed Telephone Number
CCS	-Common Channel Signaling
CCSN	-Common Channel Signaling Network
CCSAC	-Common Channel Signaling Access Capability
CLEC	-Competitive Local Exchange Carrier
CMRS	-Commercial Mobile Radio Service
CO	-Central Office
CNP	-Charge Number Parameter
Cont'd	-Continued
CPE	-Customer Premises Equipment
CPN	-Calling Party Number
CSP	-Carrier Selection Parameter
DA	-Directory Assistance
dB	-decibel
dc	-direct current
EPL	-Echo Path Loss
ESS	-Electronic Switching System
ESSX	-Electronic Switching System Exchange
f	-frequency
F.C.C.	-Federal Communications Commission
FX	-Foreign Exchange

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EXPLANATION OF ABBREVIATIONS (Cont'd)

IC	-Interexchange Carrier
ICB	-Individual Case Basis
IP	-Internet Protocol
kbps	-kilobits per second
kHz	-kilohertz
LATA	-Local Access and Transport Area
LOAD	-Letter of Authorization of Discontinuance
LOAI	-Letter of Authorization of Impairment of Service
MMUC	-Minimum Monthly Usage Charge
MRC	-Monthly Recurring Charge
MTA	-Major Trading Area
MTS	-Message Telecommunications
NPA	-Numbering Plan Area
NRC	-Nonrecurring Charge
NTS	-Non-Traffic Sensitive
NXX	-Three-Digit Central Office Code
PBX	-Private Branch Exchange
PCM	-Pulse Code Modulation
PI	-Priority Installation
POT	-Point of Termination
PR	-Priority Restoration
SAC	-Service Access Code
SNAL	-Signaling Network Access Link
SP	-Signaling Point
SPOI	-Signaling Point of Interface
SRL	-Singing Return Loss
SSN	-Switched Service Network
SS7	-Signaling System 7
SSP	-Service Switching Point
STP	-Signaling Transfer Point

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EXPLANATION OF ABBREVIATIONS (Cont'd)

TSP	-Telecommunications Service Priority
TSPS	-Traffic Service Position System
TV	-Television
USOC	-Uniform Service Order Code
VG	-Voice Grade
V&H	-Vertical & Horizontal
VOIP	-Voice-Over-Internet-Protocol
WATS	-Wide Area Telecommunications Service(s)

ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Bell Communications Research, Inc., Customer Services, 60 New England Ave., Piscataway, NJ 08854-4196.

Technical Reference:

PUB 41004 Data Communications Using Voiceband Private Line Channels
Issued: October, 1973

PUB 62310 Digital Data System Channel Interface Specification
Issued: September, 1983

PUB 62411 High Capacity Digital Service Channel Interface Specification
Issued: September, 1983, Addendum October, 1984

TR-NWT-000334, Issue 2 Voice Grade Switched Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: September 1990

TR-TSY-000335, Issue 2 Voice Grade Special Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: May 1990

TR-NPL-000336 Metallic and Telegraph Grade Special Access Service -
Transmission Parameter Limits and Interface Combinations
Issued: October 1987

TR-NPL-000337 Program Audio Special Access Service and Local Channel
Services
Issued: July 1987

TR-NPL-000341 Digital Data Special Access Service -
Transmission Parameter and Interface Combinations
Issued: March 1989

TR-INS-000342 High Capacity Digital Special Access Service
Issued: February 1991

SR-STDS-000307 NC/NCI Code Dictionary
Issued: December 1990

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publication is referenced in this tariff and may be obtained from the Bell Communication Technical Education Center Room B02, 6200 Route 53, Lisle, IL 60532:

Telecommunications Transmission Engineering
Volume 3 - Networks and Services (Chapters 6 and 7)
Second Edition, 1980
Issued: June, 1980

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Tariff and Regulatory Matters, 100 S. Jefferson Road, Whippany, N.J. 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1 - Issue II Access Service
Issued: May, 1984, Addendum: March, 1987

The following technical publications are referenced in this tariff and may be obtained from Bell Communications Research, Inc. Distribution Storage Center, 60 New England Avenue, Piscataway, N.J. 08854. Updates to this document are performed periodically.

1. Multiple Exchange Carrier Access Billing Guidelines (MECAB)

Ordering and Billing Forum
Issued: November, 1987 Available: November, 1987
2. Multiple Exchange Carrier Ordering and Design guidelines (MECOD)

Ordering and Billing Forum
Issued: October, 1985 Available: November, 1985

The following publications are referenced in this tariff and may be obtained from the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capitol St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCSH 3-1-2)

Dated: July 9, 1990

Available: August, 1990

ACCESS SERVICE

1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Switched Access Service and other miscellaneous services, hereinafter referred to collectively as service(s), provided by the Issuing Carrier of this tariff hereinafter referred to as the Telephone Company, to Customer(s).
- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service. The Customer and the Telephone Company are not partners, joint ventures, agents or representatives of each other for any purpose whatsoever.
- 1.3 None of the provisions of this tariff constitute the End User and the Telephone Company as partners, joint ventures, agents or representatives of each other for any purpose whatsoever.
- 1.4 The Telephone Company offers all services under this tariff as a competitive local exchange carrier ("CLEC"). The Telephone Company shall be treated as a rural CLEC, as defined by 47 C.F.R. § 61.26, when the Telephone Company terminates traffic to a conference bridge or similar equipment located in an incorporated place with less than 50,000 inhabitants regardless of whether the traffic is originated by End Users located in an urbanized area or an incorporated place with 50,000 or more inhabitants.
- 1.5 The Telephone Company is a limited liability company which is controlled by and whose sole manager is Mr. James Troup. Mr. Troup owns 50 percent of the membership interests in the Telephone Company. PTel, LP. owns the remaining 50 percent of the membership interests in the Telephone Company. PTel, LP is an End User of the Telephone Company's telecommunications services. Profit or loss distributions to the Telephone Company's owners do not constitute access stimulation or access revenue sharing under the F.C.C.'s rules and decisions. (T)
(C)
(C)
- 1.6 Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered service for a fee.
- 1.7 If any provision of this tariff shall be held invalid or unenforceable by the FCC or a court, such provision shall be deemed deleted from this tariff and replaced by a valid and enforceable provision which so far as possible achieves the intent of the original tariff provision. The remaining provisions of this tariff shall continue in full force and effect.
- 1.8 No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

ACCESS SERVICE2. **General Regulations**2.1 **Undertaking of the Telephone Company**2.1.1 **Scope**

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other sections of this tariff.

2.1.2 **Limitations**

- (A) The Customer may assign or transfer the use of services under this tariff if there is no interruption in or relocation of services. The assignee or transferee must agree to assume all outstanding indebtedness for services provided under this tariff and any termination liability associated with the services provided. The Customer will remain jointly liable with the assignee or transferee for any obligations existing at the time of the assignment.

Prior to assignment, the Telephone Company must acknowledge in writing that all requirements have been met. Acknowledgement will be made within fifteen days after the Telephone Company has been notified of the proposed assignment.

- (B) All services offered in this tariff will be provided on a first-come first-served basis except as provided for following.
- (C) Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered service for a fee.

(C)

2.1.3 **Liability**

- (A) Except in the case of willful misconduct for which the Telephone Company's liability is not limited by this tariff, the Telephone Company's liability for damages shall not exceed an amount equal to the proportionate tariff charge for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may be due the Customer as described in Section 2.4.3, following.

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2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.3 **Liability** (Cont'd)

- (B) The Telephone Company shall not be liable for any act or omission of any other carrier, Customer, other entity or third party providing a portion of a service.
- (C) The Telephone Company is not liable for damages to the Customer Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the End User against any claim, loss or damage arising from:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Telephone Company's facilities;
 - (2) Claims for patent infringement arising from the End User's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the End Users or IC;
 - (3) Any claim, loss or damage arising from the use of services offered under this tariff including but not limited to claims by subscribers to or users of any services provided to or resold by the Customer; and
 - (4) All other claims arising out of any act or omission of the End User in the course of using the Telephone Company's service(s).
- (E) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by acts or omissions of the Customer or any third party, labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, Acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.4.3, following.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.3 **Liability** (Cont'd)

- (F) The Telephone Company shall be indemnified, defended and held harmless by the Customer, against any claim, loss or damage arising from the use of the Telephone Company's service(s) including, but not limited to claims by End Users of the Switched Access Service that the Telephone Company provided to the Customer, and claims by users of service(s) provided by or resold by the Customer.
- (G) The Telephone Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Telephone Company was aware or should have been aware of the possibility of these damages.

2.1.4 **Provision of Services**

The Telephone Company's obligation to furnish the services described in this tariff is dependent upon its ability to provide such service after provision has been made for the Telephone Company's telephone exchange service.

2.1.5 **Installation and Termination of Services**

The services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities and (B) will be installed by the Telephone Company to the Point of Termination. Wire required within a building to extend Access Service facilities will be provided, at the Customer's request, on a time sensitive charge basis. The labor rates for the installation of such wire are the same as those set forth in Section 12.2.4(B), following, for Other Labor.

2.1.6 **Maintenance of Services**

The services provided under this tariff shall be maintained by the Telephone Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.7 **Changes and Substitutions**

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) change any facilities used in providing service under this tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if the change renders Customer furnished services obsolete or requires modification of the Customer furnished services. If such change materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the changes made. The Telephone Company will work cooperatively with the Customer to determine reasonable notification procedures.

2.1.8 **Refusal and Discontinuance of Service**

- (A) Unless the provisions of Sections 2.2.1(B) or 2.5, following apply, if a customer fails to comply with Section 2.1.6, preceding, or Sections 2.2.2, 2.3.1, 2.3.4, 2.3.5, or 2.4, following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may on thirty (30) days written notice by Certified U.S. Mail to the person designated by that Customer to receive such notices of noncompliance, take the following actions:
- (1) refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Customer at any time thereafter, or
 - (2) discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges, including termination charges, shall become due.

If the Telephone Company does not refuse additional applications for service or discontinue service on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue service or refuse additional applications for service to the non-complying Customer without further notice.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.8 **Refusal and Discontinuance of Service** (Cont'd)

(B) When Switched Access Service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

(C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

2.1.9 **Limitation of Use of Metallic Facilities**

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. Where necessary, the Customer shall be responsible for the provision of current limiting devices to protect Telephone Company facilities from excessive current due to abnormal conditions and for the provisions of noise mitigation networks when required to reduce excessive noise.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.1 **Undertaking of the Telephone Company** (Cont'd)2.1.10 **Notification of Service-Affecting Activities**

The Telephone 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 additions, removals, and routine preventative maintenance. Generally, such activities are not individual Customer service specific, they affect many Customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the Customer to determine the notification requirements.

2.1.11 **Provision and Ownership of Telephone Numbers**

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers associated with Switched Access Service, or the Telephone Company serving Central Office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.12 **Coordination with Respect to Network Contingencies**

The Telephone Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.13 **Nonchargeable Confirmation Services**

- (A) Billed Number Screening (BNS): At the request of the Customer, the Telephone Company business office will confirm BNS codes associated with a line to which a call is to be billed.
- (B) Originating Line Screening (OLS): At the request of the Customer, the Telephone Company business office will confirm OLS codes associated with an exchange access line from which a call originates.

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2. **General Regulations** (Cont'd)

(D)

(D)

2.2 **Use**

2.2.1 **Interference or Impairment**

- (A) The facilities and equipment provided by the Customer which are used in conjunction with Telephone Company facilities in the provision of Switched Access Service shall not interfere with or impair the provision of service by the Telephone Company.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.2 Use (Cont'd)2.2.1 Interference or Impairment (Cont'd)

- (B) If interference as described in (A), above exists, except for equipment subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, when practicable, the Telephone Company will notify the Customer that service will be temporarily disconnected until the problem is corrected. When prior notice is not practical, the Telephone Company may temporarily disconnect services without prior notification to the Customer. The Customer will be notified of the action as soon as possible and given the opportunity to correct the problem. During the period of discontinuance, the credit allowance for service interruptions as set forth in Section 2.4.3, following, does not apply.

2.2.2 Unlawful Use

The service(s) provided under this tariff shall not be used for an unlawful purpose.

The use of the Switched Access Service provided under this tariff to access audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), voice mail systems, help desks, chat lines, call center operations, conference bridges, or similar operations is lawful.

(C)
(C)

2.3 Obligations of the Customer2.3.1 Damages

The Customer shall reimburse the Telephone Company for damages to the Telephone Company facilities caused by the negligence or willful act of the Customer, or resulting from the Customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.2 **Ownership of Facilities**

Facilities utilized by the Telephone Company to provide service shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit. Any cost of repair or replacement for unreasonable wear or damage will be billed to the Customer who utilized the equipment.

2.3.3 **Equipment Space and Power**

The Customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide service at the Points of Termination of such service. The selection of ac or dc power shall be mutually agreed to by the Customer and the Telephone Company. The Customer shall also make necessary arrangements in order that the Telephone Company will have access to such space at reasonable times for installing, testing, repairing or removing Telephone Company service(s).

2.3.4 **Availability for Testing**

The service(s) provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the service(s) in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 **Balance**

All signals for transmission over the service(s) provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and Alarm System type signaling and dc telegraph transmission at speeds of 75 baud or less.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.6 **Design of Customer Services**

Subject to the provisions of Section 2.1.7, preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 **Reference to the Telephone Company**

The Customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Telephone Company jointly participates in the Customer's services.

2.3.8 **Claims and Demands for Damages**

- A. The Customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Telephone Company's service(s), including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided by the Telephone Company. The Customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer or third parties in the course of using the Telephone Company's service(s) provided to the Customer.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.8 **Claims and Demands for Damages** (Cont'd)

- B. The Customer shall not assert any claims, suits or other actions against the Telephone Company or refuse to pay any bills of the Telephone Company due to the type of End User that places or receives the call, due to the actual volume of calls, or because calls were placed to audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), conference bridges, chat lines, call center operations, help desk provisions, or similar operations. The Customer shall indemnify, and (C) save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees, and court costs by the Customer or third persons arising out of any claims asserted for such calls placed by or received by the Customer's End Users.

2.3.9 **Jurisdictional Report Requirements**A **Jurisdictional Reports - Switched Access**

- (1) (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
- (b) Except in cases where the Telephone Company is billing according to actuals by jurisdiction, projected interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.9 **Jurisdictional Report Requirements** (Cont'd)A. **Jurisdictional Reports - Switched Access** (Cont'd)

- (2) When a Customer orders Feature Group D Switched Access Service(s), the Customer may provide the projected interstate percentage for interstate usage for each end office group in its order unless the Telephone Company bills the Customer according to the actual interstate usage as measured by the Telephone Company. This percentage is subject to audit by the Telephone Company as set forth in Section 2.3.9(A)(5), (Z) following.

If the Customer does not provide the projected interstate percentage for interstate usage, the Telephone Company will, where the jurisdiction can be determined from the call detail, determine the projected interstate percentage as follows:

- (a) For originating Access Minutes, the projected interstate percentage will be developed on a monthly basis by End Office when the Feature Group D Switched Access Service Access Minutes are measured by dividing the measured interstate originating Access Minutes (the Access Minutes where the calling number is in one state and the called number is in another state) by the total originating Access Minutes when the call detail is adequate to determine the appropriate jurisdiction.
- (b) For terminating Access Minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating Access Minutes will be used to develop projected interstate percentage for such terminating Access Minutes. When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the Telephone Company each quarter with an accurate projected interstate percentage for each End Office with supporting data. When the Customer fails to send the Telephone Company a quarterly report with supporting data projecting an accurate interstate percentage for the Customer's traffic for each End Office, the Telephone Company shall use the Telephone Company developed

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.9 **Jurisdictional Report Requirements** (Cont'd)A. **Jurisdictional Reports - Switched Access** (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

percentage. This percentage shall be used by the Telephone Company as the interstate percentage for such call detail. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating Access Minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

(3) Except where Telephone Company measured Access Minutes are used as set forth in (1) and (2), preceding, the Customer reported interstate percentage of use as set forth in (2) or (4), will be used until the Customer reports a different projected interstate percentage for an in service end office group. If the Customer fails to send the Telephone Company a quarterly report containing an accurate projected interstate percentage for each End Office, or fails to provide the Telephone Company with the data requested by the Telephone Company to support the Customer's projected interstate percentage, then the Telephone Company shall bill the Customer on the basis of a projected interstate percentage developed by the Telephone Company and the Customer shall pay the Telephone Company on the basis of the Telephone Company developed interstate percentage. When the Customer adds BHMC or trunks to an existing End Office group, the Customer shall furnish a projected interstate usage percentage that applies to the added BHMC lines or trunks. When the Customer discontinues BHMC, lines or trunks from an existing group, the Customer shall furnish a projected interstate percentage for the discontinued BHMC lines or trunks in the End Office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating, back billing or refunds will be done based on the Customer's projected interstate percentage or any other Customer report.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.9 **Jurisdictional Report Requirements** (Cont'd)(A) **Jurisdictional Reports - Switched Access** (Cont'd)

- (4) Effective on the first of January, April, July and October of each year the Customer shall update the interstate and intrastate jurisdictional report. If the Customer fails to send the Telephone Company a quarterly report containing an accurate projected interstate percentage for each End Office, or fails to provide the Telephone Company with the data requested by the Telephone Company to support the Customer's projected interstate percentage, then the Telephone Company shall bill the Customer on the basis of a projected interstate percentage developed by the Telephone Company and the Customer shall pay the Telephone Company on the basis of the Telephone Company developed interstate percentage. The Customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Switched Access Service arranged for interstate use. Except in cases where the Telephone Company is billing according to actuals by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating, back billing or refunds will be done based on the Customer's projected interstate percentage or any other Customer report.
- (5) The Customer shall keep sufficient detail from which an accurate percentage of interstate use can be separately ascertained for the Customer's traffic for each End Office and upon request of the Telephone Company make those records available for inspection by the Telephone Company. For Switched Access, if a billing dispute arises concerning the projected interstate percentage, the Telephone Company will ask the Customer to provide the data the Customer uses to determine the projected interstate percentage. The Customer shall supply the data within 30 days of the Telephone Company's request.
- (6) PIUs developed as outlined in (1) through (5), preceding, are applied to usage rated Information Surcharge, Local Switching, and Tandem Switched Transport charges.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage), will be prorated between interstate and intrastate. The percentage calculated as described in Section 2.3.9, preceding, will serve as the basis for prorating the charges.

The percentage of a Switched Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive (i.e., Access Minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use times the stated tariff rate.

The interstate percentage will change as revised usage reports are submitted as set forth in Section 2.3.9, preceding.

2.3.11 Discontinuance of Service by Customer

Interexchange Carriers, interMTA CMRS providers and VOIP service providers are prohibited from unilaterally discontinuing the provision of service to the Telephone Company's Customers, End Users, or local exchange service Customers or otherwise blocking or impairing access traffic in the Originating Direction or the Terminating Direction. Any Customer, Interexchange Carrier, interMTA CMRS provider, or VOIP service provider that fails to fully comply with sections 2.3.11 and 2.3.12 of this tariff, shall, within ten (10) calendar days after such non-compliance, pay the Telephone Company a blocking penalty in the amount of \$10,000 for each day of such non-compliance. All disputes relating to the collection of such a blocking penalty shall be resolved solely and exclusively by binding arbitration in accordance with section 2.4.2 of this tariff.

Pursuant to this general prohibition, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may not:

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.11 **Discontinuance of Service by Customer** (Cont'd)

- (A) unilaterally block or otherwise discontinue carriage of originating access traffic (such traffic includes, but is not limited to, interexchange traffic that is originated by the Telephone Company's End Office or an End User); or (M)
(M)
- (B) unilaterally block, impair, discontinue or otherwise interfere with the carriage of terminating access traffic (such traffic includes, but is not limited to, traffic originated by the customers of Interexchange Carriers, VOIP service providers, and interMTA CMRS providers that is routed to the Telephone Company to terminate to the equipment used by the Telephone Company's End User or End Office). (C)
(M)
(C)
(C)

2.3.12 **Discontinuance of Service by Interexchange Carriers – Procedures**

- (A) Notwithstanding Section 2.3.11(A), above, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may block or otherwise discontinue carriage of originating access traffic if, prior to taking such action: (C)
(C)
 - (1) the discontinuing Interexchange Carrier shall obtain a signed Letter of Authorization of Discontinuance (LOAD) from each of the Telephone Company's Customers that are presubscribed to the discontinuing Interexchange Carrier;
 - (2) each of the Telephone Company's Customers presubscribed to the discontinuing Interexchange Carrier have selected another presubscribed Interexchange Carrier and that newly selected presubscribed Interexchange Carrier has commenced service to that Customer; and
 - (3) the discontinuing Interexchange Carrier obtains all necessary legal and regulatory authority to discontinue service, including but not limited to authority for discontinuance of service pursuant to Part 63 of the Federal Communications Commissions Rules (47 C.F.R. § 63.01, *et. seq.*) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214).

(M) material previously appeared on page 27.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.3 **Obligations of the Customer** (Cont'd)2.3.12 **Discontinuance of Service by Interexchange Carriers – Procedures**

- (B) Notwithstanding Section 2.3.11(B), above, Interexchange Carriers, interMTA CMRS providers and VOIP service providers may block or otherwise discontinue the carriage of terminating access traffic if, prior to discontinuance of such service: (C)
(C)
(M)
(M)
- (1) the discontinuing Interexchange Carrier, interMTA CMRS provider or VOIP service provider obtains a signed Letter of Authorization of Impairment of Service (LOAI) identifying the specific telephone numbers to which calls will be blocked and obtaining the written consent from each customer of that Interexchange Carrier, interMTA CMRS provider or VOIP service provider authorizing discontinuance of delivery of traffic to those specific telephone numbers; and (C)
(C)
(M)
(C)
- (2) the discontinuing Interexchange Carrier, interMTA CMRS provider or VOIP service provider obtains all necessary legal and regulatory authority to discontinue such service, including but not limited to authority pursuant to Part 63 of the Federal Communications Commissions Rules (47 C.F.R. § 63.01, *et. seq.*) and Section 214 of the Communications Act of 1934, as amended (47 U.S.C. § 214). (C)
(C)
(M)
(M)
- (C) The LOAD and the LOAI shall be in a form approved by the Telephone Company prior to use by the Interexchange Carrier, interMTA CMRS provider or VOIP service provider. Such approval shall not be unreasonably delayed or denied. (C)
- (D) Interexchange Carriers, interMTA CMRS providers and VOIP service providers shall provide the Telephone Company with copies of the signed LOADs and LOAIs within ten (10) calendar days after they are requested by the Telephone Company. (N)
(N)

(M) material previously appeared on page 28.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance**

(M)

2.4.1 **Payment of Rates, Charges and Deposits**

- (A) The Telephone Company will require a deposit from all Customers with a proven history of late payments to the Telephone Company and all Customers who do not have established credit. The deposit may be required prior to or after establishment of service. The total deposit may not exceed the greater of (i) one hundred percent (100%) of the actual billed amount that was not paid by the payment date or (ii) estimated charges for service for a two month period. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which full payment for charges was not received within three (3) business days following the payment due date. The Telephone Company will provide written notice to the person designated by the Customer to receive such notice of the requirement to pay a deposit. The Customer will be required to make payment of such deposit within fifteen (15) calendar days of such notice. Such notice period will start the day after the notice is sent to the customer by email, fax, regular mail or hand-delivery.

The fact that a deposit has been made does not relieve the Customer from the responsibility of complying with the Telephone Company's regulations regarding prompt payment of bills. Annual interest at one percent (1%) will be paid on all deposits held from the date the deposit is received up to and including the date the deposit is returned or credited to the Customer's account. The deposit will be refunded after the Customer has established a record of prompt payment for one year. When service is terminated, any deposit held will be credited on the final bill.

(M)

- (B) The Telephone Company will bill all usage charges monthly in arrears. All non usage sensitive access services will be billed monthly in advance. Nonrecurring charges will be billed in the month following the provision of service.

- (1) The bill day(s) for all access services will be established by the Telephone Company for each Customer account and shall appear on the carrier access bill. If the Telephone Company advises the Customer in writing, an alternate billing schedule may be established. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12-month period.

(M) material previously appeared on page 29.

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Issued by:
TeleStride, LLC
c/o Venable LLP
575 7th Street, N.W.
Washington, DC 20004

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2)(a) Payment for service is due 31 days after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When a bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such request by the Customer must be accompanied by proof of the late bill receipt. If such payment date would cause payment to be due on a Saturday, Sunday or legal holiday (i.e., New Years, Independence Day, Labor Day, Thanksgiving, Christmas, Veteran's Day and the days when Washington's Birthday, Memorial Day, and Columbus Day are legally observed) payment for such bills will be due as follows:

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

(2)(b) If any portion of the payment is not received in immediately available funds by the due date as determined in (a), above, a late payment charge calculated at 15% annual interest will apply. Interest will be compounded monthly.

The late payment charge will be calculated from the due date to and including the date that payment is actually received by the Telephone Company. Any penalty due will be included as a separate item on the next statement issued.

(M) material previously appeared on page 30.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance** (Cont'd)2.4.1 **Payment of Rates, Charges and Deposits** (Cont'd)

(B) (Cont'd)

(2)(c) The Customer shall pay any undisputed amount by the payment due date regardless of any billing disputes. In the event that a billing dispute concerning charges billed to the Customer by the Telephone Company is resolved in favor of the Telephone Company by an arbitrator, court or any regulatory body, the Customer shall, within 3 business days after the issuance of such ruling, pay the disputed amount to the Telephone Company plus a late payment penalty beginning 10 days after the payment date. The Customer shall also, within 3 business days after the issuance of such a ruling in favor of the Telephone Company, pay to the Telephone Company any attorneys' fees, in-house counsel costs and all other costs incurred by the Telephone Company to collect, obtain, receive, arbitrate, settle or litigate the Customer's payment of the bill. If the dispute is resolved in favor of the Customer, no late payment penalty will apply to the disputed amount. In this case, if full payment was made by the due date, the Telephone Company will refund the disputed amount in question plus interest. The penalty interest period shall begin 10 days following the due date or on the date the disputed amount was actually paid, whichever is later. Interest will be calculated as described in (b), preceding.

(i) A good faith dispute requires the Customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, and if the Customer withholds the disputed amounts, it must provide data supporting the dispute and identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2)(c) (Cont'd)

(ii) The date of the dispute shall be the date on which the Customer furnishes the Telephone Company the supporting data and account information required in (1), above.

(iii) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Telephone Company, and credits the Customer's account, if applicable.

(2)(d) No Customer or IC will fail to pay the Telephone Company's bills for Switched Access Service due to: (i) the Telephone Company's use of leased facilities to provide Tandem Switched Transport, or (ii) the fact the calls were placed to the Telephone Company's End Users providing audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), conference bridges, chat lines, call center operations, help desk provisions, or similar operations. (C)

(2)(e) Any entity that routes or directs interexchange Calls, either directly or indirectly, to the Telephone Company's End Office, including but not limited to intermediaries, wholesale carriers, transit carriers and providers of least cost routing services, shall pay the Telephone Company's bills for Switched Access Service even though neither the calling party or called party is an end user of that entity's service, unless another Customer has already paid such bills. (C)

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 **Payment Arrangements and Credit Allowance** (Cont'd)2.4.1 **Payment of Rates, Charges and Deposits** (Cont'd)

- (C) For services provided on a monthly basis, the charge for the provision of a fractional month's service will be determined by dividing the number of days that service was provided by 30 and multiplying the result times the monthly rate. This calculation will be made subject to any minimum service periods required for specific services.
- (D) 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).
- (E) Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VOIP) shall be compensated under this tariff in the same manner as voice traffic.
- (F) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Telephone Company's net income) imposed on or based upon the provision, sale or use of telecommunications services.

2.4.2 **Binding Arbitration**

- (A) IT IS IMPORTANT THAT THE CUSTOMER READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF CERTAIN BILLING DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. THE PURPOSE OF THIS SECTION IS TO PROVIDE AN EFFICIENT FORUM FOR THE EXPEDITIOUS RESOLUTION OF COLLECTION ACTIONS BY THE TELEPHONE COMPANY AGAINST THE CUSTOMER OVER WHICH THE FCC LACKS JURISDICTION.
- (B) These arbitration provisions derive their authority from and are exclusively governed by the Communications Act. The Federal Arbitration Act does not apply to these arbitration procedures and does not control what terms can be contained in this tariff. No agreement to arbitrate is required as the Customer and the Telephone Company are bound by the filed rate doctrine and Sections 203 and 204 of the Communications Act, 47 U.S.C. §§ 203, 204, to comply with these arbitration provisions.

(C)
|
(C)

(C)

(D)

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(C) (Cont'd)

(D)

(D)

(D) In recognition that the FCC lacks jurisdiction to address a collection action brought by the Telephone Company against a Customer, all disputes relating to the collection of any amount billed by the Telephone Company pursuant to this tariff but not paid by the Customer by the payment date shall be resolved solely and exclusively by binding arbitration in accordance with the provisions of this tariff. Whenever the Telephone Company performs billing or collection for another carrier, all disputes relating to the collection of any amount billed by or on behalf of the other carrier, but not paid by an Interexchange Carrier by the payment date, shall also be resolved solely and exclusively by binding arbitration. Furthermore, all disputes relating to the collection of the blocking penalty described in section 2.3.11 of this tariff shall be resolved solely and exclusively by binding arbitration in accordance with this section.

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(D) (Cont'd)

The only issues that will be decided by the arbitrator are the following: (C)
“Which of the Final Offers presented by the Interexchange Carrier and the Telephone Company most accurately specifies the dollar amount that the Interexchange Carrier must pay the Telephone Company in accordance with the rates, terms and conditions of this tariff? When the Telephone Company performs billing or collection for another carrier, which of the Final Offers presented by the Interexchange Carrier and the Telephone Company most accurately specifies the dollar amount the Interexchange Carrier must pay either the Telephone Company or the other carrier in accordance with the tariff of the carrier for which the Telephone Company performs billing or collection?” The arbitrator may (C)
also render a decision regarding defenses and counterclaims asserted by the Interexchange Carrier to the same extent such defenses and counterclaims could be decided by a federal district court. Under the doctrine of primary jurisdiction, the arbitrator only has discretion to refer issues to the FCC that are within the FCC’s jurisdiction. The Communications Act, not state law, shall govern such arbitration except (C)
as supplemented, limited or modified by the terms of this tariff. The arbitration shall be conducted by a single arbitrator, who will determine the amount of compensation that (1) the Customer shall pay for the Telephone Company’s services or (2) an Interexchange Carrier shall pay for the services of another carrier for which the Telephone Company performs billing or collection.

(E) The arbitrator shall enforce all the rates, terms and other provisions of (C)
this tariff that are deemed lawful under section 204(a)(3) of the Communications Act. Furthermore, the arbitrator may not refuse to (C)
apply any rate, term or other provision contained in this tariff that is deemed lawful under section 204(a)(3) of the Communications Act so (C)
long as it is effective.

(F) Nothing herein shall be construed as preventing a Customer from filing a complaint with the FCC alleging a violation of the Communications Act by the Telephone Company. Nor does this tariff prevent the FCC from exercising its jurisdiction. However, the FCC lacks jurisdiction to

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(F) (Cont'd)

address a collection action brought by the Telephone Company against its Customer. Furthermore, it is unnecessary to obtain an FCC determination that this arbitration clause is enforceable before the arbitration can proceed because this arbitration clause is deemed lawful under section 204(a)(3) of the Communications Act and therefore valid and enforceable as a matter of law while it is effective. A Customer also cannot file a complaint with the FCC seeking a retroactive refund of the charges billed pursuant to this lawful tariff because this tariff is deemed lawful under section 204(a)(3) of the Communications Act, and section 204(a)(3) prohibits retroactive refunds. Therefore, the Customer's filing of a complaint with the FCC or a court shall not delay, stay or postpone the arbitrator's award of, and the Customer's payment of compensation to, the Telephone Company in such a collection action that enforces this lawful tariff. (M)

(G) The party commencing arbitration (the "Claimant") shall deliver to the other party (the "Respondent") a notice of arbitration. The arbitration shall be deemed commenced as to any Respondent on the date on which the notice of arbitration is received by the Respondent (the date of receipt of notice of arbitration being referred to herein as "Commencement"). The Claimant and the Respondent shall accept all notices by mail, overnight delivery, hand delivery, courier, electronic facsimile (fax) or electronic mail (E-mail).

(H) Within five calendar days after Commencement, the Claimant and the Respondent shall jointly request a list of five potential arbitrators (the "List") from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia located at the following address:

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

(M) material previously appeared on page 34.1

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(H) (Cont'd)

If the Respondent fails to participate or cooperate with the Claimant in requesting the List of five potential arbitrators from the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia within four calendar days after Commencement, then the Claimant may request the List and provide it to the Respondent. If the Alternative Dispute Resolution Staff of the U.S. District Court for the District of Columbia does not provide the List within seven calendar days after Commencement, then the List may be requested from another organization or entity with access to the names of potential arbitrators.

- (I) The Customer and the Telephone Company shall negotiate in good faith to reach an agreement on the appointment of one arbitrator from the List. If the Customer and the Telephone Company are unable to agree upon the selection of a single arbitrator from the List within five calendar days of receipt of the List, or if either the Customer or the Telephone Company fail to participate in such selection, then on (C)
or after the sixth day a single arbitrator will be randomly selected (C)
from the List using a random generation system administered by Smartplay International, Inc. Smartplay will conduct the random selection at its office located at 1550 Bridgeboro Rd., Edgewater Park, NJ 08010 (Tel: 609-880-1865) or another location mutually agreed upon by the Claimant and the Respondent. If Smartplay refuses or is unable to conduct the random selection within five (5) business days after receiving the List, a similar organization with (C)
experience in random generation systems will randomly select the arbitrator. The Customer and the Telephone Company shall each pay one half of the cost of compensating Smartplay or the similar organization that conducts the random selection of the arbitrator. The Customer and the Telephone Company shall be bound by the decision of the single arbitrator selected randomly to the same extent as the decision of an arbitrator which was selected from the List by mutual agreement of the Customer and the Telephone Company.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

- (J) If the arbitrator selected through random generation, as described in (I) (N) above, refuses to or is unable to promptly preside over the arbitration, then Smartplay will conduct a random generation to select a single arbitrator from the remaining four names on the List. Should the second selection also fail to promptly preside over the arbitration, Smartplay will conduct a random generation to select a single arbitrator from the remaining three names on the List. If the third selection also fails to promptly preside over the arbitration, then Smartplay will conduct a random generation to select a single arbitrator from the remaining two names on the List. If the fourth selection also fails to promptly preside over the arbitration, then the last remaining name on the List shall be selected as the arbitrator. If none of the names on the first List promptly preside over the arbitration, then the process shall continue, with another List obtained as described in (H) above and additional random generations by Smartplay, until an arbitrator is selected that promptly presides over the arbitration. (N)
- (K) Ex parte communications with the selected arbitrator that are limited to hiring the arbitrator and establishing a procedural schedule are permitted. However, before the filing of the Final Offers as described in section 2.4.2(L) below, communications with the arbitrator that intimidate or interfere with the progress of the arbitration proceeding are strictly prohibited and unlawful. The arbitrator has the discretion to impose sanctions for such prohibited communications, including but not limited to, requiring the payment of a monetary penalty to the other party that did not engage in such prohibited communications. Prohibited communications with the arbitrator prior to the filing of Final Offers include, but are not limited to, asserting that the Customer will not pay any portion of the arbitrator's fee, that the Customer will not participate in the arbitration, that the arbitrator lacks jurisdiction, or that the arbitration is unlawful or a sham. Such arguments are permitted in the Final Offers and reply briefs filed after the arbitrator has been hired and after the Customer has deposited any unpaid amounts in an escrow account administered by the arbitrator. If an Interexchange Carrier has not fully paid by Commencement all of the Telephone Company's bills or the bills of other carriers for which the Telephone Company performs billing or collection, the Interexchange (M)

(M) Material previously appeared on 2nd Revised Page 36.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(K) (Cont'd)

Carrier shall, within three business days after the selection of the arbitrator as described in paragraphs (I) and (J) above, deposit any (C) unpaid amount into an interest bearing escrow account that shall be administered by the arbitrator. Because section 204(a)(3) prohibits retroactive refunds, the unpaid amount deposited in the escrow account is not subject to retroactive refunds by the FCC.

(L) If the Customer or the arbitrator fails, neglects or refuses to participate (C) or proceed with the arbitration, the Telephone Company may petition the U.S. District Court for the District of Columbia or any other court of competent jurisdiction to compel arbitration and issue an order directing that such arbitration proceed in the manner provided for in this tariff. Arbitration shall be based on written submissions to the (C) arbitrator by the Claimant and Respondent without an oral hearing. These written submissions are referred to herein as the Final Offers. Within ten calendar days after the selection of the arbitrator as described in paragraphs (I) and (J) above, the Claimant and the (C) Respondent shall submit separate Final Offers to the arbitrator setting (C) forth the dollar amount that the Interexchange Carrier should pay the Telephone Company (or the carrier for which the Telephone Company performs billing or collection), including but not limited to compensation according to the tariff rates, any section 2.3.11 blocking penalty, deposits, late payment penalties, interest, costs and attorneys' fees, and provide the reasons and evidence to support that position. The Respondent's Final Offer shall include all defenses and (C) counterclaims that the Respondent wants the arbitrator to decide. Within ten calendar days of the submission of the Final Offers to the arbitrator, the Claimant and Respondent shall submit Reply Briefs to the arbitrator responding to the other party's Final Offer. To ensure (C) that the Final Offers and Reply Briefs have the opportunity to fully (C) confront the evidence and identify all material errors in any factual or legal claims, there is no page limit on the Final Offers or the Reply (C) Briefs. Each Final Offer and Reply Brief should be signed by a person (C) authorized to verify the accuracy of the Final Offer or Reply Brief (C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(L) (Cont'd) (T)

and contain the following statement: "The undersigned declares under penalty of perjury that the facts and exhibits in this submission are true to the best of my knowledge, information, and belief, except as otherwise stated herein." The Customer and the Telephone Company shall serve each other with their Final Offers and Reply Briefs on the same day each corresponding Final Offer or Reply Brief is submitted to the arbitrator. No additional factual information may be submitted to the arbitrator after the Final Offers and Reply Briefs have been submitted to the arbitrator, except as ordered by the arbitrator in extraordinary cases when the demands of justice require it. (C) (C) (C)

(M) The arbitrator, after reviewing the Final Offers, Reply Briefs and the accompanying exhibits, will issue a written opinion choosing one Final Offer. The arbitrator shall not craft a compromise or middle-ground award in lieu of selecting one of the Final Offers. The arbitrator may not edit or modify the Final Offer that he or she selects. The arbitrator shall not limit, expand or otherwise modify the terms of this tariff, and shall not award punitive or consequential damages. If either the Customer or the Telephone Company fail to timely submit a Final Offer with the arbitrator, the arbitrator will choose as his award the Final Offer that was timely submitted by the other party. The arbitrator's award shall include the payment of a deposit and late payment penalties in accordance with this tariff, any blocking penalty required by section 2.3.11, and interest on any amount held in escrow by the arbitrator. In addition, the arbitrator shall award costs and attorneys' fees to the party that submitted the Final Offer which was chosen by the arbitrator. (C)

(N) The arbitrator shall render a decision regarding the award not later than fourteen (14) calendar days from the date the arbitrator receives the Reply Briefs unless the arbitrator extends this time in extraordinary cases when the demands of justice require it. The arbitrator shall disclose the decision regarding the award to only the Claimant and the Respondent, but not to any third party, unless required by law. If the Customer and the Telephone Company reach a settlement agreement regarding the billing dispute at any time prior to the decision of the arbitrator, they may withdraw from this arbitration process. (T) (C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(O) The Telephone Company and the Customer shall be bound by the (T)
arbitrator's determination. Judicial review or appeal of the (C)
arbitrator's decision is strictly limited to the following: (C)

- (1) vacating the award where the award was procured by (N)
corruption or fraud;
- (2) vacating the award where the arbitrator is guilty of
misconduct by which the rights of any party have been
prejudiced;
- (3) vacating the award where the arbitrator exceeded its
powers conferred by the terms of this tariff;
- (4) correcting the award where there was an evident material
miscalculation of figures or an evident material mistake in
the description of any person, thing, or property referred to
in the award; or
- (5) modifying or correcting the award where the arbitrator has
awarded upon a matter not submitted to the arbitrator,
unless it is a matter not affecting the merits of the decision
upon the matter submitted. (N)

The arbitrator's award may be enforced by either an action at law
on the award under seal or by applying for a judgment under seal
confirming the award by the U.S. District Court for the District of
Columbia or any other court of competent jurisdiction. Unless the (C)
court denies the request that the court issue its order under seal or
as otherwise required by law, the Claimant and Respondent shall
not publicly disclose the court order confirming the arbitration
award.

(P) There shall be no discovery or depositions, except as ordered by (T)
the arbitrator in extraordinary cases when the demands of justice
require it.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

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

(M) material previously appeared on page 38.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.2 Binding Arbitration (Cont'd)

(R) (Cont'd)

(7) information that is disclosed in response to a valid order of a court or other governmental body of the United States, any state or any political subdivision thereof, but only to the extent of and for the purposes of such order. (M)

(S) The fees and costs of the arbitrator shall be borne equally by the Claimant and the Respondent. (T)
(M)

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

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

(M) material previously appeared on page 38.1

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the Customer because of a failure of facilities used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative. An allowance for interruption will apply only when the interruption is not due to the negligence of the Customer. The credit allowance for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (1) For Switched Access Service usage rated elements, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours or major fraction (12 hours and one minute) thereof that the interruption continues.
- (2) For Special Access Services and for flat rated Switched Access elements, (i.e., Entrance Facility, Direct Trunked Transport, and Multiplexing), no credit shall be allowed for an interruption of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction (16 minutes or more) thereof that the interruption continues.
 - (a) For two-point service, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with the service (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

(2) (Cont'd)

- (b) If a portion of a service such as a portion of a multipoint special access facility can still be utilized during the service interruption, the credit allowance will only apply to the services which are inoperative (i.e., a channel termination per Customer Premises, channel mileage and optional features and functions).

(c) Multiplexed Services

For multiplexed services, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the Channel Termination, Channel Mileage Facility and Termination, Entrance Facility, Direct Trunked Transport and Optional Features and Functions, including the multiplexer on the facility to the hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a Customer Premises (i.e., Channel Termination, Channel Mileage Facility and Termination, Direct Trunked Transport, and Optional Features and Functions).

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.3 Credit Allowance for Service Interruption (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

(2) (Cont'd)

(d) Flat Rated Switched Access Service Rate Elements

For flat rated Switched Access Service rate elements, the monthly charge subject to application of a credit shall be the total of all the monthly rate element charges associated with the service (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing).

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the Premises where the service is terminated.
- (4) Interruptions of a service when the Customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of a change order during the time that was negotiated with the Customer prior to the release of the service. Thereafter, a credit allowance as set forth in (B), preceding, applies.
- (5) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.4 Re-establishment of Service Following Fire, Flood, or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service for the same Customer following an interruption resulting from a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the interruption.
- (2) The service is at the same location on the same Premises.
- (3) There-establishment of service begins within 60 days after Telephone Company service is available.

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same Premises or at a different Premises pending re-establishment of service at the original location.

2.4.5 Access Services Provided by More Than One Telephone Company

The Telephone Company does not jointly provide switched access service with any carrier or other entity, except when the Telephone Company's End Office Switch subtends the Access Tandem of one or more of the carriers listed below.

(D)

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.5 Access Services Provided by More Than One Telephone Company

- (A) The Telephone Company's Ohio End Office Switch, which (or will be) is located in McClure, Ohio, subtends (or will subtend in the future) the Access Tandems of The McClure Telephone Company and Frontier North Inc. TeleStride will bill Interexchange Carriers for Local Switching and the Information Surcharge when Calls are routed between the Access Tandems of those other carriers and the Telephone Company's Ohio End Office Switch. For those same Calls, The McClure Telephone Company and Frontier North Inc. will bill Interexchange Carriers for any tandem switched transport, tandem switching and entrance facilities they provide. (C) (C) (C) (C)

(D)

(D)

- (B) The Telephone Company's Pennsylvania End Office Switch, which is (or will be) located in Dallas, PA, subtends (or will subtend in the future) the Access Tandems of Core Communications, Inc. and Neutral Tandem. TeleStride will bill Interexchange Carriers for Local Switching and the Information Surcharge when Calls are routed between the Access Tandems of those other carriers and the Telephone Company's Dallas, PA End Office Switch. For those same Calls, Core Communications, Inc., Neutral Tandem and Commonwealth Telephone Company will bill Interexchange Carriers for any tandem switched transport, tandem switching and entrance facilities they provide. (C) (C) (C) (C)

2.4.6 Access Services Provided to Commercial Mobile Radio Service ("CMRS") Carriers

- (A) The rates, terms and conditions in this tariff apply to all interstate, interMTA Calls involving providers of Commercial Mobile Radio Service ("interMTA CMRS providers"). This tariff applies to interstate, interMTA Calls even though the Telephone Company and the interMTA CMRS service provider have not entered into an interconnection agreement or reciprocal compensation arrangement. The Telephone Company does not bill-and-keep or meet point bill with any CMRS provider for interstate, interMTA calls.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowance (Cont'd)2.4.6 Access Services Provided to Commercial Mobile Radio Service ("CMRS") Carriers

- (B) Every CMRS provider which receives interstate, interMTA land-to-mobile Calls in the Originating Direction for which the Telephone Company has provided switching or transport shall compensate the Telephone Company at the rates set forth in this tariff. No CMRS provider shall bill the Telephone Company for interstate, interMTA Calls. Every CMRS provider shall also compensate the Telephone Company at the rates set forth in this tariff for the switching or transport provided by the Telephone Company in the Terminating Direction for mobile-to-land interstate, interMTA Calls. The CMRS provider must pay the rates in this tariff regardless of whether the CMRS provider uses a transit carrier or other intermediary carrier to interconnect with the Telephone Company's facilities. CMRS providers shall also pay the rates in this tariff to the Telephone Company for interstate, interMTA Calls transmitted, whole or in part, on an internet protocol basis. (Z)
- (C) In addition to the jurisdictional reports required by section 2.3.9 preceding, each interMTA CMRS provider involved in the origination, transmission, transport or reception of Calls which have used the Telephone Company's facilities shall provide quarterly reports to the Telephone Company providing information that accurately identifies which Calls are interstate, interMTA. The interMTA CMRS provider shall provide the Telephone Company with an update of the interMTA report on the first of January, April, July and October of each year. The interMTA CMRS provider's report shall identify each Call as interstate, interMTA where the wireless handset that was used to either place or receive the Call was located in both a different MTA and state than where the Telephone Company's End Office is located. In addition, the interMTA CMRS provider will provide the Telephone Company with the telephone numbers for all End Users of the interMTA CMRS provider's service who have billing addresses located within the same MTA where the Telephone Company's End Office is located. When the Telephone Company's facilities are capable of doing so, land-to-mobile Calls will be dialed as local Calls, rather than 1+ long distance Calls, if the billing address of the interMTA CMRS provider's End User is located in the same MTA as the Telephone Company's End Office. Should an interMTA CMRS provider fail to provide an accurate report to the Telephone Company, the Telephone Company will determine which Calls should be dialed and billed to the interMTA CMRS provider as interstate, interMTA calls. Upon request by the Telephone Company, the interMTA CMRS provider shall provide the Telephone Company with the data that the interMTA CMRS provider used to prepare its report. (C)

ACCESS SERVICE2. **General Regulations** (Cont'd)2.5 Connections2.5.1 General

Customer Premise equipment and systems may be connected with Switched Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in Section 2.1, preceding.

2.6 DefinitionsAccess Order

An order to provide the Customer with Switched Access Service or changes to existing services. Any use by the Customer of the Telephone Company's service shall constitute an Access Order.

Access Minute

The unit of usage of facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating call is acknowledged as received by the Customer's facilities. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the terminating End Office. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the equipment that originated the call or the equipment that received the call disconnects, whichever event is recognized first in the originating and terminating End Office, as applicable.

Access Tandem

A local exchange carrier or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between End Offices and an Interexchange Carrier's network.

(T)

Aggregator

The term "Aggregator" denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 Definitions (Cont'd)Answer/Disconnect Supervision

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Point of Termination as an indication that the called party has answered or disconnected.

Balance (100 Type) Test Line

An arrangement in an End Office which provides for balance and noise testing.

Business Day

The times of day that a company is open for business. Business Day hours for the Telephone Company may be determined by contacting the business office.

Busy Hour Minutes of Capacity (BHMC)

The Customer specified maximum amount of Switched Access Service Access Minutes the Customer expects to be handled in an End Office Switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Switched Access Service ordered. This Customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Switched Access Service ordered.

Call

A voice or data communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

A standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks). Also known as "100 call seconds".

Central Office

See End Office Switch

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Channels**

A communications path between two or more points of termination.

Coin Station

A location where Telephone Company equipment is provided in a public or semipublic place where an End User can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Common Channel Signaling (CCS)

The term "Common Channel Signaling" (CCS) denotes 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.

Common Channel Signaling Access Capability (CCSAC)

The term "Common Channel Signaling Access Capability" denotes the connection between the Customer's point of presence and the Signal Transfer Point (STP) designated by the Telephone Company for the transport of signaling information.

Common Line

A line, trunk, pay telephone line, Session Internet protocol ("SIP") connection or other facility provided to an End User that transports calls or data to or from an End Office Switch.

Communications System

Channels and other facilities which are capable of communications between terminal equipment.

Customer

Any individual, partnership, limited liability company, association, joint-stock company, trust, corporation, governmental entity, affiliate of the Telephone Company, division of the Telephone Company or other entity which uses the Telephone Company's service. (C)

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Data Transmission (107 Type) Test Line**

An arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Detail Billing

The listing of each message and/or rate element for which charges to a Customer are due on a bill prepared by the Telephone Company.

Effective 2-Wire

A condition which permits the simultaneous transmission in both directions over a channel, which does not insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

A condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques

End Office

See **End Office Switch**

End Office Switch

The term "End Office Switch" denotes switching capacity, a switching system, Internet server, computer, or other equipment that is either leased or owned by the Telephone Company and that, regardless of the type of technology employed, originates calls, terminates calls, switches calls, processes calls, connects calls, routes calls, or completes calls. (C) (C)

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)End User

Any Customer of the Telephone Company to whom the Telephone Company has offered telecommunications for a fee. When the Telephone Company offers telecommunications for a fee to conference calling companies, conference bridges, fax service systems, voice mail systems, voice over Internet gateway systems, information service systems, Internet service providers, Internet servers, Internet service gateways or businesses with similar equipment used to connect calls, those entities are "End Users", regardless of whether those companies and systems are owned by the Telephone Company or third parties. A division or affiliate of the Telephone Company constitutes an End User of the Telephone Company when the Telephone Company offers telecommunications for a fee to that division or affiliate.

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the Customer's Serving Wire Center and the Customer's designated Premises.

Entry Switch

See First Point of Switching.

Exchange

A unit generally smaller than a local access and transport area, established by the Telephone Company 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 Telephone Company's exchange area to include nearby exchanges.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an End Office by an Access Tandem to mark the Carrier Connect Time when the Access Tandem sends an Initial Address Message to an Interexchange Carrier.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**First Point of Switching**

The first local exchange carrier or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the Customer Premises to the terminating End Office and, at the same time, the last local exchange carrier or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating End Office to the IC or Customer Premises.

Host Office

An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds

A corporate or personal check drawn on a bank account for which funds are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis

A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Interconnection Point

The V and H coordinate as determined in the NATIONAL EXCHANGE CARRIERS ASSOCIATION, INC. TARIFF F.C.C. No. 4 of a point where facilities of the Telephone Company meets facilities of a connecting local exchange carrier.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Interexchange Carrier (IC) or Interexchange Common Carrier**

Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation, limited liability company, or other entity engaged in interstate or (C) foreign communication by wire or radio, between two or more exchanges as either a common carrier, private carrier, information service provider or VOIP service provider. (C)

Interstate Call

A term which denotes both interstate and foreign communications.

Intrastate Call

Any communications within a state subject to oversight by the state regulatory commission.

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.

Loop Around Test Line

An arrangement utilizing a Telephone Company Central Office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two Central Office terminations, each reached by means of separate telephone numbers and does not require any specific Customer Premises equipment. Equipment subject to this test arrangement is at the discretion of the Customer.

Message

See "Call".

Milliwatt (102 Type) Test Line

An arrangement in an End Office which provides a 1,004 Hz tone at 0 dBm0 for one-way transmission measurements towards the Customer's Premises from the Telephone Company End Office.

Net Salvage

The estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**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 denomination, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonsynchronous Test Line

An arrangement in step-by-step End Offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

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

Off-Hook

The active condition of Switched Access Service.

On-Hook

The idle condition of Switched Access Service.

Open Circuit Test Line

An arrangement in an End Office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The use of Switched Access Service for the origination, switching or transport of Calls to the facilities of an Interexchange Carrier.

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the Customer's Premises before the calling subscriber has completed dialing an originating call.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Pay Telephone**

Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semi-public telephones, and coinless telephones.

Point of Termination

The point of demarcation at which the Telephone Company's responsibility for the provision of Switched Access Service ends.

Premises

Racks or other space for the location of any equipment that is used to place, switch, transport, route or receive a call regardless of whether the equipment, the physical space or the building in which it is located is owned by the Telephone Company, an End User, the Customer, or other third party.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the telephone company when contracting directly with the user of TSP service.

Release Message

The term "Release Message" denotes an SS7 Message sent in either direction to indicate that a specific circuit is being released

Remote Switching Modules and/or Remote Switching Systems

Small, remotely controlled electronic End Office Switches which obtain their call processing capability from a Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to an IC.

Registered Equipment

The Customer's Premises equipment which complies with and has been approved in accordance with the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Service Access Code**

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the Toll Free Number and 900 codes.

Service Switching Point (SSP)

A Service Switching Point denotes an End Office or Access Tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The wire center from which the Customer Premises would normally obtain dial tone from the Telephone Company.

Shortage of Facilities or Equipment

A condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Switched Access Service requested by the Customer.

Short Circuit Test Line

An arrangement in an End Office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signaling Point (SP)

The term "Signaling Point" (SP) denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point Of Interface (SPOI)

The term "Signaling Point of Interface" (SPOI) denotes the interface point between the Telephone Company and its Switched Access Service Customers for purposes of exchanging SS7 Signaling messages for CCS services.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Signaling System Seven (SS7)**

The term "Signaling System Seven" (SS7) denotes the layered protocol used for standardized Common Channel Signaling in the United States.

Signaling Transfer Point (STP)

The term "Signaling Transfer Point" (STP) denotes a packet switch providing CCS Network Access that performs CCS message routing and screening.

Subcontractor

The term "Subcontractor" denotes the status of the Telephone Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

Subtending End Office of an Access Tandem

An End Office that has final trunk group routing through that tandem.

Synchronous Test Line

An arrangement in an End Office which performs marginal operational tests of supervisory and ring-tripping functions.

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the Serving Wire Center to the End Office, or from the Access Tandem to the End Office, that is switched at a tandem. It also denotes transport from a host office to a remote switching office.

Telephone Company

The term "Telephone Company" denotes TeleStride, LLC.

Terminating Direction

The use of Switched Access Service for the switching, transport or completion of calls received from an Interexchange Carrier.

ACCESS SERVICE2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Termination Liability**

The amount which will be billed if services using specially constructed facilities are terminated prior to the expiration of the Termination Liability Period.

Toll Free Number Database

The term "Toll Free Number (TFN) Database" refers to the use of database technology to determine to which access Customer an originating TFN call is to be delivered. An originating TFN call is a call made with the prefix 1+800, 1+888, 1+866, 1+855, 1+844, 1+833 or 1+822. These Calls may also be referred to as 8XX Calls. The TFN Database routes Calls to an access Customer based on the dialed ten digit TFN number. Initially, the Toll Free Number Database will provide routing information for calls utilizing 800 and 888 toll free numbers. The Toll Free Number Database will be expanded, as required, at a later date to include routing for 877, 855, 844, 833 and 822 toll free numbers. Until that time, toll free number Calls, other than those originated as 1+800 or 1+888, will not be completed.

Toll VOIP-PSTN Traffic

The term "Toll VOIP-PSTN Traffic" denotes VOIP-PSTN Traffic that is non-local in nature based on a comparison of calling party number and called party number or through the use of jurisdictional reporting as set forth in section 2.3.9 of this Tariff.

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Transmission Measuring (105 Type) Test Line

An arrangement in an End Office which provides far-end access to a recorder and permits two-way loss and noise measurements to be made on trunks from a near End Office.

Transmission Path

An electrical 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 within the approximate range of 300 to 3,000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**Trunk**

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

Trunk Group

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

Trunk Side Connection

The connection of a transmission path to the Trunk side of a local exchange switching system. This type of connection is used when providing Feature Group D Switched Access Service.

Two-Wire to Four-Wire Conversion

An arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a Central Office switch).

Uniform Service Order Code

A three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V and 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.

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(M) material previously appeared on page 55.

ACCESS SERVICE

2. **General Regulations** (Cont'd)2.6 **Definitions** (Cont'd)**VOIP-PSTN Traffic**

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VOIP-PSTN Traffic means telecommunications traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing ("TDM") format that originates and/or terminates in IP format. Traffic originates and/or terminates in IP format provided that it originates from and/or terminates to a VOIP service customer. VOIP-PSTN Traffic is that type of traffic which is described in Section 51.913 of the Rules of the Federal Communications Commission.

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WATS Serving Office

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The term "WATS Serving Office" denotes a Telephone Company designated Serving Wire Center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

A building in which one or more Central Offices are located.

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(M) material previously appeared on page 56.

ACCESS SERVICE

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[Reserved for future use]

ACCESS SERVICE

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ACCESS SERVICE5. **Ordering Service**5.1 **General**

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

5.1.1 **Ordering Conditions**

A Customer may order any number of services of the same type and between the same Premises on a single Access Order. The use of any service described in this tariff constitutes an Access Order and the Customer's agreement to the rates, terms and conditions set forth in this tariff.

In its Access Order, the Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in Section 5.2, following, the Customer must also provide:

- Customer name and Premises address(es).
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities:
 1. order negotiation
 2. order confirmation
 3. interactive design
 4. installation
 5. billing

5.1.2 **Provision of Other Services**

Other services as described in Sections 9.1 and 9.2, following, may be ordered in conjunction with the order for Switched Access Service. All rates and charges set forth in Section 12.2.3, following, will apply in addition to the rates and charges for the Switched Access Service with which they are associated.

Blocking service is provided to End Users as described in Section 9.3.5, following. The nonrecurring charge set forth in Section 12.2.3(D), following, is applicable as described in Section 9.3.5, following.

ACCESS SERVICE5. **Ordering Service** (Cont'd)5.2 **Access Order**

An Access Order is used by the Telephone Company to provide a Customer with the following:

- Switched Access Service as set forth in Section 6., following.
- Other Services as set forth in Section 9., following.

(A) **Feature Group D Switched Access Service**

Orders for Feature Group D Switched Access Service shall be in busy hour minutes of capacity. When placing an order for Switched Access Service, the Customer shall provide the Telephone Company with the following information:

- (1) The Telephone Company End Office where service is requested.
- (2) The number and type of busy hour minutes of capacity (BHMC) requested from the Customer Premises to the End Office.
- (3) The Customer Premises where service is requested.
- (4) Customers order FGD by specifying the number of Trunks desired between the Customer Premises and an Entry Switch. The Customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each End Office subtending the Access Tandem to assist the Telephone Company in its own efforts to project future facility requirements.
- (5) For Toll Free Number Data Base Access Service, as described in Section 6.3.3(A)(3)(a), following, the Customer must order FGD to those Access Tandems or End Offices designated as Service Switching Points (SSP) for Toll Free Number Data Base Access Service. Direct trunk routes can only be provided from End Offices equipped to query centralized data bases. All traffic originating from End Offices not equipped to provide SS7 signaling and routing require routing via an Access Tandem where SSP functionality is available. (Z)
- (6) A projected Percentage of Interstate Use (PIU) as set forth in Section 2.3.9, preceding.

ACCESS SERVICE

5. **Ordering Service** (Cont'd)5.2 **Access Order** (Cont'd)

(B) For Feature Group D with SS7 Signaling, in addition to the information listed in (C), preceding, the Customer shall specify: *

- (1) A reference to existing signaling connections or reference to a related signaling connection order.
- (2) SS7 Signaling Local Switching options, if any.
- (3) The number of BHMC or Trunks required for or to be converted to an SS7 Signaling capability.
- (4) Optional features as specified in Section 6.

5.3 **Traffic Engineering Responsibilities**

(A) Determination of Busy Hour Minutes of Capacity (BHMC)

It is the responsibility of the Customer to determine the BHMC when ordering FGD, or CCSAC Switched Access Service.

The BHMC may be determined by the Customer in the following manner. For each day (8 am to 11 pm, Monday through Friday, excluding national holidays), the Customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 AM hour).

The Customer shall, for the same hour period (i.e., busy hour) for each of twenty consecutive business days, pick the twenty consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The Customer shall then determine the average busy hour minutes of capacity (i.e., BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive twenty business day period by 20. This computation shall be performed for each End Office the Customer wishes to serve.

The total BHMC by type for each End office will be converted to transmission paths using standard Telephone Company traffic engineering methods.

* SS7 signaling is available only where the Telephone Company has deployed the necessary equipment and other facilities.

ACCESS SERVICE5. **Ordering Service** (Cont'd)5.3 **Traffic Engineering Responsibilities** (Cont'd)(B) **Determination of SS7 Signaling Connections**

For Feature Group D with SS7 Signaling, the Customer shall work cooperatively with the Telephone Company or its agent for CCSAC interconnection to determine the number of signaling connections required to handle its signaling traffic.

5.4 **Access Order Service Intervals**

To the extent the Access Service can be made available with reasonable effort, the Telephone Company will provide Access Service in accordance with the Customer's requested interval. The Telephone Company is not responsible for any delays caused by any other connecting local exchange carrier in the provision of service to the Customer's Point of Termination.

If, in order to meet the Customer's requested service date, work must be performed outside scheduled work hours, Additional Labor charges as described in Section 9., following, will apply.

5.5 **Access Order Modifications**

The Customer may request a modification of its Access Order prior to the service date. The Telephone 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. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the Customer that additional labor and/or engineering charges will apply. If the Customer still desires the Access Order modification and agrees to any additional charges which may apply, the Telephone Company will schedule a new service date. Additional labor or engineering charges as described in Section 9., following, will apply.

(A) **Service Date Change**

Access Order service dates may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Telephone Company and reissued. The appropriate cancellation charges as set forth in Section 5.6(B), following, will apply. If the Telephone Company determines it can accommodate the Customer's request with the normal work force during normal business hours and without delaying service dates for orders of other Customers, a new service date may be established that is prior to the original service date. No charges will apply.

ACCESS SERVICE5. **Ordering Service** (Cont'd)5.5 **Access Order Service Modifications** (Cont'd)(A) **Service Date Change** (Cont'd)

If the requested service date is changed to an earlier date, and the Telephone Company determines additional labor or extraordinary costs are necessary to meet the request, the Customer will be notified by the Telephone Company that Additional Labor Charges, as described in Section 9., following, may apply.

(B) **Change in Lines or Capacity**

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a partial cancellation and the charges as set forth in Section 5.6(B), following, will apply.

5.6 **Cancellation of an Access Order**

(A) A Customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If the Customer is unable to accept Switched Access Service within 30 days after the service date, at the Customer's option, service will be cancelled and charges set forth in (B), following, will apply, or billing for the Switched Access Service will commence on the 31st day after the service date.

(B) When a customer cancels an Access Order, a Cancellation Charge will apply as follows:

(1) Installation of Switched Access Service facilities is considered to have started when the Telephone Company incurs any cost in connection with the installation. Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b), following, whichever is less, shall apply.

(a) A charge equal to the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, right-of-way and other associated costs less actual net salvage received after disposal of facilities.

ACCESS SERVICE5. **Ordering Service** (Cont'd)5.6 **Cancellation of an Access Order** (Cont'd)

(B) (Cont'd)

(1) (Cont'd)

(b) The charge for the minimum period of Switched Access Service ordered by the Customer.

(2) Where the Customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

(C) If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Acts of God, acts or omissions by the Customer or third parties, governmental requirements, work stoppages and civil commotion), the Customer may cancel the Access Order without incurring cancellation charges.

5.7 **Selection of Facilities for Access Orders**

For all Access Orders, the option to request a specific transmission path is not provided.

5.8 **Minimum Period**

Switched Access Service usage rated services (i.e., End Office and Tandem Switched Transport) have no minimum period. The minimum period for which all other Switched Access Service is provided and for which charges are applicable, is one month.

(A) When Switched Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. For flat rated Switched Access Service, the charge for a month or fraction thereof is the applicable monthly rate for the service plus any optional features or nonrecurring charges that may apply.

ACCESS SERVICE

6. **Switched Access Service**6.1 **General**

Switched Access Service, which is available to Customers for their use in furnishing their services, provides a communication path between points designated by a calling party, or between points necessary to route calls to the Telephone Company. It provides for the use of terminating, switching and trunking facilities and other plant of the Telephone Company either used separately or in combination. Specific references to material describing the elements of Switched Access Service are provided in Section 6.2, following. Switched Access Service is only available under this tariff for originating Calls from or terminating Calls to End Users to whom the Telephone Company has offered service for a fee. The scope of Switched Access Service (C) provided under this tariff shall be construed broadly to encompass "Exchange Access" as defined by section 3 of the Communications Act, as amended, 47 U.S.C. § 153(20). Switched Access Service includes Calls placed to voice mail systems, help desks, call center operations, audio recordings (including but not limited to the recordings of church sermons, seminars or other presentations), chat lines, conference bridges, or similar operations so long as the Telephone Company has offered telecommunications to those End Users for a fee. The Telephone Company may use, at its sole discretion, (C) in whole or in part, technology other than Time Division Multiplexing ("TDM") in providing Switched Access Services. When the Telephone Company uses technology other than TDM, it will provide the Customer with functions comparable to those performed by the Telephone Company using TDM technology. When the Telephone Company provides the carrier Customer with such functionally equivalent service, for example without limitation, when the Telephone Company provides functionally equivalent service in the origination and/or termination of interstate Toll VOIP-PSTN Traffic, the Telephone Company shall bill for such service at the same rates and using the same rate structure as the functionally equivalent Switched Access Service. (C)

Rates and Charges for Switched Access Service are set forth in Section 12.2.1, following. The application of rates for Switched Access Service is described in Section 6.7.1, following.

The provision of Feature Group D Switched Access Service requires Tandem Switched Transport facilities, including an Entrance Facility where required, and the appropriate End Office functions.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of Switched Access Service. The parameters for the transmission specifications are determined by the Telephone Company pursuant to industry standards.

ACCESS SERVICE

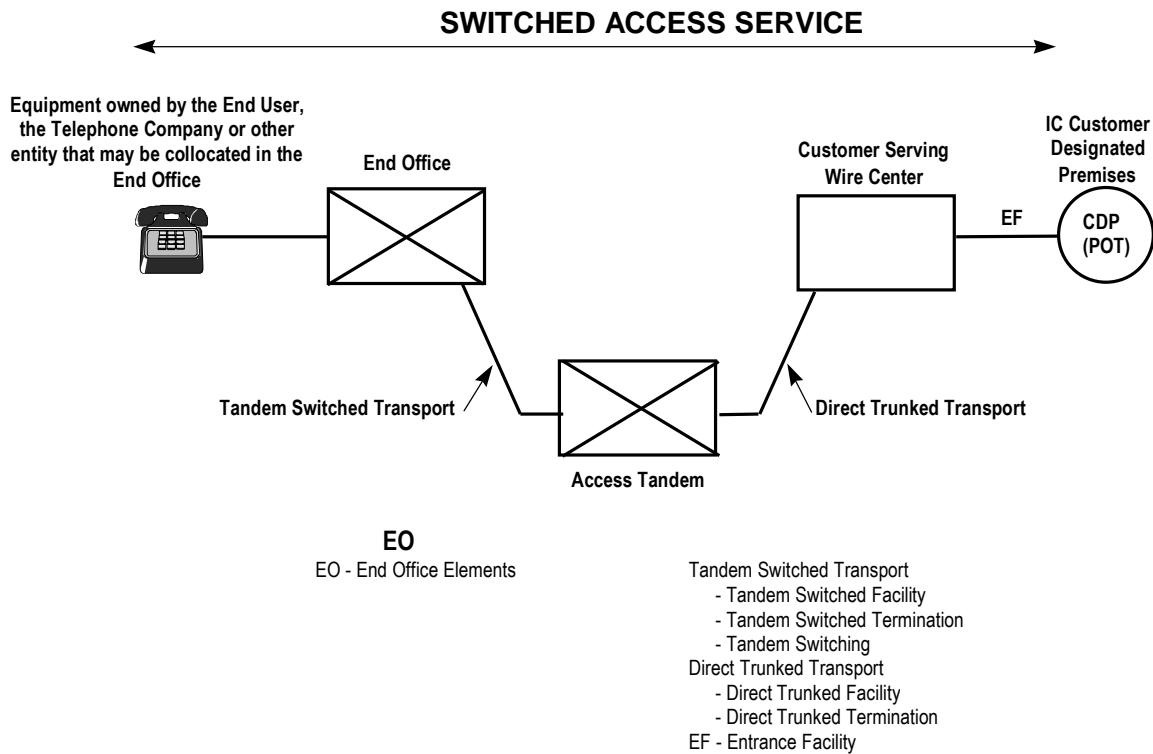
6. **Switched Access Service** (Cont'd)6.2 **Rate Categories**

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

- Tandem Switched Transport
- End Office Local Switching (including the Information Surcharge)
- Toll Free Number Data Base Access Service

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The Feature Group offered by the Telephone Company, as described in Section 6.3 following, is Feature Group D. Premium rates apply for all Feature Group D Switched Access connections on an Access Minute basis. Access Minutes are determined as described in Section 6.7.4, following. Premium rate classifications are described in Section 6.7.1(B), following. The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.



(M) material previously appeared on page 65.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.2 **Rate Categories** (Cont'd)(A) **Tandem Switched Transport**

Tandem Switched Transport provides the transmission and tandem switching facilities between the IC Premises and each End Office Switch of the Telephone Company where the traffic is switched when originating and terminating the traffic. Some Tandem Switched Transport rate elements are distance sensitive, while others are non-distance sensitive.

If the IC utilizes the facilities of another connecting local exchange carrier to access the Telephone Company End Office Switch for the provision of Switched Access Service, the Tandem Switched Transport charge will provide facilities between the End Office Switch and the interconnection point with the connecting local exchange carrier.

Tandem Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company in accordance with the number of BHMCs in the IC's order. The Telephone Company may own or lease the facilities used to provide Tandem Switched Transport. The two-way voice frequency transmission path permits the transport of Calls in the Originating Direction (from the End Office Switch to the IC's Premises) and in the Terminating Direction (from the IC's Premises to the End Office Switch), but not simultaneously. The voice frequency transmission path may be comprised of any type of plant capable of the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3,000 Hz.

When ordering, the Customer must specify the directionality of the service.

The Telephone Company will specify the Access Tandem through which Switched Access Service will be provided and will designate the Serving Wire Center.

In Host/Remote configurations, the Tandem Switched Termination rate will always apply for traffic routed between the Host and Remote offices, regardless of the type of service ordered between the Serving Wire Center and the Host office.

Direct Trunked Transport is not available at the Telephone Company's End Offices. In addition, Direct Trunked Transport is not available: (1) from End Offices that provide equal access through a Centralized Equal Access arrangement, (2) from End Offices that lack recording or measurement capability, and (3) for originating Toll Free Number calls from non-Service Switching Point (SSP) equipped End Offices that can not accommodate direct trunking of originating Toll Free Number calls.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.2 **Rate Categories** (Cont'd)(A) **Tandem Switched Transport** (Cont'd)

Tandem Switched Transport is provided at the rates and charges set forth in Section 12.2.1(A), following. The application of these rates with respect to Feature Group D is as set forth in Section 6.3, following.

The Tandem Switched Transport rate elements recover a portion of the costs associated with the communications path between the End Office and an Access Tandem on circuits that are switched at an Access Tandem switch, and between host and remote switching offices. Tandem Switched Transport consists of circuits dedicated to the use of a single IC from the Serving Wire Center to the Access Tandem and circuits used in common by multiple ICs from the Access Tandem to the End Office.

Two rates apply to Tandem Switched Transport: a Tandem Switched Termination rate and a Tandem Switched Facility rate.

The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Transport. The Tandem Switched Termination rate also recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Termination rate specified in Section 12.2.1(A), following, is applied on a per Access Minute basis (for all originating and terminating minutes of use routed over the facility) for each measured segment of the Tandem Switched Transport (remote office to Host Office, End Office to Serving Wire Center or End Office to Access Tandem). This rate applies from Host Office to remote office, even when Direct Trunking is ordered from the Serving Wire Center to the Host Office.

The Tandem Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate specified in 12.2.1(A) following is applied on a per Access Minute per mile basis for all originating and terminating minutes of use routed over the facility.

(B) **End Office**

The End Office rate category provides the local End Office switching and termination functions necessary to complete the transmission of Switched Access communications to and from the local End Office. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.2 **Rate Categories** (Cont'd)(B) **End Office** (Cont'd)(1) **Local Switching**

The Local Switching rate element provides the local End Office switching functions associated with Feature Group D and the transport termination for the trunk side arrangements which terminate the Tandem Switched Transport facilities. The Telephone Company may provide the local End Office switching functions to the Customer through the Telephone Company's End Office Switch or by obtaining switching capacity from another carrier or other entity, by leasing all or portion of an End Office Switch from another carrier or other entity, or by obtaining the partition of an End Office Switch from another carrier or other entity. Rates for Local Switching are set forth in Section 12.2.1(B)(1), following.

(2) **Information Surcharge**

The Information Surcharge rate is assessed to a Customer based on the total number of Access Minutes. The Information Surcharge rate is set forth in Section 12.2.1(B)(2), following.

(C) **Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

(1) **Description and Application of Rate**

There are two types of rates and charges that apply to Switched Access Service; recurring (usage and flat rates) and nonrecurring charges.

(a) **Recurring Rates**

1. Usage Rates for Switched Access Service are rates that apply on a per Access Minute or a per call basis. Access Minute charges and per call charges are accumulated over a monthly period.
2. Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

ACCESS SERVICE

6. Switched Access Service (Cont'd)6.2 Rate Categories (Cont'd)(C) Rate Regulations (Cont'd)(1) Description and Application of Rate (Cont'd)(b) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., Access Order Charge or change to an existing service). (C)

(C)

6.3 Provision and Description of Switched Access Service Feature Groups

Switched Access Service is provided in one Feature Group arrangement:

- Feature Group D

The Tandem Switched Transport and End Office rate categories described in Section 6.2, preceding, apply to all Switched Access Services.

6.3.1 Feature Group D (FGD)(A) Description

- (1) FGD is provided at Telephone Company designated office switches whether routed directly or via Telephone Company designated electronic Access Tandem switches. The Telephone Company will designate the First Point(s) of Switching for FGD service.
- (2) FGD is provided as Trunk side switching through the use of End Office or Access Tandem switch trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answer and disconnect supervisory signaling. When FGD with SS7 signaling is ordered, no inband signaling is provided.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.3 **Provision and Description of Switched Access Service Feature Groups** (Cont'd)6.3.1 **Feature Group D (FGD)** (Cont'd)(A) **Description** (Cont'd)

- (3) FGD switching is provided with multifrequency address signaling or out of band SS7 signaling. With multifrequency address signaling and SS7 signaling, up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency or dial pulse address signals will be provided by Telephone Company equipment to the Customer's Premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Tandem Switched Transport provided.
- (4) FGD switching, when used in the Originating Direction, is provided with multifrequency address signaling. Up to 12 digits of the called party number dialed by the Customer's End User using dual tone multifrequency, dial pulse address signals, or common channel signals will be provided by Telephone Company equipment to the Customer's Premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Tandem Switched Transport provided. The permitted uses of FGD in the Originating Direction shall be broadly construed to include, but not be limited to, the origination of calls from fax service companies, conference bridges, fax service systems, voice messaging systems, call centers, information service systems or similar high-traffic volume operations or the routing of calls placed by the End User or Customer to the internet, internet service providers, internet protocol networks, voice-over-internet protocol gateways or similar information service systems.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provision and Description of Switched Access Service Feature Groups** (Cont'd)6.3.1 **Feature Group D (FGD)** (Cont'd)(A) **Description** (Cont'd)

- (5) FGD switching, when used in the Terminating Direction, may be used to access valid NXX codes served by the Telephone Company's End Office. The permitted uses of FGD in the Terminating Direction shall be broadly construed to include, but not be limited to, Calls placed to time or weather announcement services of the Telephone Company, other Customers' services, community information services of an information service provider, audio recordings (such as church sermons, seminars and other presentations), conference call services or similar operations offered by the Telephone Company or third parties, voice mail systems, voice-over-internet protocol gateway systems, information service systems, internet service providers, or internet protocol networks regardless of whether those companies, facilities or systems are owned by the Customer, third parties or the Telephone Company (by dialing the appropriate codes).

Additionally, non-access charges will also be billed for Calls from a FGD Trunk to a Customer's service in accordance with that Customer's applicable service rates when the Telephone Company performs the billing function for that Customer. Calls in the Terminating Direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 and 555-1212), service codes, or 1010XXX access codes.

Calls will be completed to Directory Assistance (NPA-555-1212 or 555-1212) when FGD switching is combined with Directory Assistance switching.

- (6) The Telephone Company will establish a Trunk Group or groups for the Customer at End Office Switches or Access Tandem Switches where FGD switching is provided. When required by technical limitations, a separate Trunk Group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single Trunk Group at the option of the Telephone Company.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.1 **Feature Group D (FGD)** (Cont'd)(A) **Description** (Cont'd)

- (7) The access code for FGD switching is a uniform access code of the form 1010XXX. A single access code will be the assigned number of all FGD access provided to the Customer by the Telephone Company. No access code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP).

For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1+ NXX-XXXX, NPA + NXX-XXXX, 0 or 1+ NPA + NPA + NXX-XXXX, and, when the End Office is equipped for International Direct Distance Dialing (IDDD, 01 + CC + NN or 011 + CC + NN).

When the 1010XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Telephone Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

- (8) FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing 1010XXX uniform access code. Each telephone exchange service line may be marked with a code to identify which 1010XXX code its calls will be directed to for interLATA service.
- (9) Unless prohibited by technical limitations, the Customer's Toll Free Number Data Base traffic may, at the option of the Customer, be combined in the same Trunk Group arrangement with the Customer's non-Toll Free Number Data Base traffic. When required by technical limitations, or at the request of the Customer, a separate Trunk Group will be established for Toll Free Number Data Base traffic.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.1 **Feature Group D (FGD)** (Cont'd)(B) **Transmission Specifications**

FGD is provided with Type A Transmission Specifications on the transmission path from the Access Tandem to the End Office.

(C) **Testing Capabilities**

FGD is provided, in the Terminating Direction where equipment is available, with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Additional testing services are available as set forth in Section 9., following, for FGD.

When FGD with SS7 signaling option is ordered, network compatibility and other operational tests will be performed cooperatively by the Customer, the Telephone Company, and any agents contracted to provide CCSAC.

(1) **Acceptance Testing**

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

(2) **Routine Testing**

At no additional charge, the Telephone Company will, at the Customer's request, test after installation on an automatic or manual basis, 1,004 Hz loss, C-message noise and balance (return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.1 **Feature Group D (FGD)** (Cont'd)(D) **Design and Traffic Routing**

For Feature Group D, the Telephone Company shall design and determine the routing of Tandem Switched Access Transport service, including the selection of the First Point of Switching and the selection of facilities from the interface to any switching point and to the End Office. The Telephone Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups. Finally, the Telephone Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and actual traffic patterns.

6.3.2 **Manner of Provision**

Switched Access is furnished in either quantities of lines or Trunks, or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC basis and on a per trunk basis as set forth in Section 5.2(C), preceding.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Telephone Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

For Tandem Switched Transport, the Telephone Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in Section 5.3(A), preceding) for the End Office for each Feature Group ordered from a Customer's designated Premises. The total busy hour minutes of capacity by type (e.g., originating, terminating, IDDD, Operator) for the End Office will be converted to transmission paths using standard Telephone Company traffic engineering methods. The number of transmission paths provided shall be the number required based on the use of Access Tandem switches and End Office switches.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.2 **Manner of Provisions** (Cont'd)

There are two major BHMC categories identified as Originating and Terminating. Originating BHMCs represent access capacity for carrying traffic from the End Office to the Point of Termination. Terminating BHMCs represent access capacity for carrying traffic from the Point of Termination to the End Office. When ordering capacity for FGD Switched Access Service, the Customer must at a minimum specify access capacity in terms of Originating BHMCs and/or Terminating BHMCs. Because some Customers will wish to further segregate their originating traffic into separate Trunk Groups, or because segregation may be required by network considerations, Originating BHMCs are further categorized into Domestic, Toll Free Number, Operator and IDDD. Domestic BHMCs represent access capacity for carrying only domestic traffic other than Toll Free Numbers and Operator traffic; IDDD BHMCs represent access capacity for carrying only international traffic; and, Toll Free Number and Operator BHMCs represent access capacity for carrying, respectively, only Toll Free Number or Operator traffic. When ordering such types of access capacity, the Customer must specify Domestic, Toll Free Number, Operator or IDDD BHMCs.

6.3.3 **Common Switching Transport Termination Optional Features**(A) **Optional Features**(1) **Common Switching Nonchargeable Optional Features**(a) **Automatic Number Identification (ANI)**

(1) This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer Premises for calls originating in the LATA, to identify the calling station. The ANI feature is an End Office software function which is associated on a call-by-call basis with:

(a) all individual transmission paths in a Trunk Group routed directly between an End Office and a Customer Premises or, where technically feasible, with

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(a) **Automatic Number Identification (ANI)** (Cont'd)

(1) (Cont'd)

(b) all individual transmission paths in a Trunk Group between an End Office and an Access Tandem, and a Trunk Group between an Access Tandem and a Customer Premises.

(2) The ten digit ANI telephone number is only available with Feature Group D. When a Customer orders SS7 Signaling, ANI will be automatically provided where technically feasible. In instances where ANI is unavailable, the Customer will automatically receive the Calling Party Number as specified in Section 6.3.3(A)(1)(e), following. The ten digit ANI (Z) telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below). Seven digit ANI is not available with SS7 signaling.

(3) The information digits identify:

(a) that the telephone number is the station billing number - no special treatment required,

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Option Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(a) **Automatic Number Identification (ANI)** (Cont'd)

(3) (Cont'd)

(b) that ANI failure has occurred in the End Office Switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner,

(c) a hotel/motel originated call which requires room number identification,

(d) a coinless station, hospital, inmate, etc. call which requires special screening or handling by the Customer, and that a call is an Automatic Identified Outward Dialed (AIOD) call from Customer Premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party. These ANI information digits generally are available with Feature Group D.

(4) Additional ANI information digits are available with Feature Group D only. They include:

(a) InterLATA restricted - telephone number is identified line

(b) InterLATA restricted - hotel/motel line

(c) InterLATA restricted - coinless, hospital, inmate, etc., line

These information digits will be transmitted as agreed to by the Customer and the Telephone Company.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Option Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(a) **Automatic Number Identification (ANI)** (Cont'd)(5) **Restrictions on Use and Sale of ANI**

(a) Interstate access Customers of this tariff may use ANI in the following manner:

- (i) For billing & collection information, for routing, screening, and completing the originating subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use ANI to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

(b) Interstate access Customers of this tariff may not use ANI in the following manner:

- (i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(a) **Automatic Number Identification (ANI)** (Cont'd)(5) **Restrictions on Use and Sale of ANI** (Cont'd)

(b) (Cont'd)

- (ii) Disclosing (except as permitted in (a), preceding), any information derived from the ANI for any purpose other than (1) performing the services or transactions that are the subject of the originating subscriber's Call, (2) ensuring network performance security and the effectiveness of Call delivery, (3) compiling, using, and disclosing aggregate information, and (4) complying with applicable law or legal process.

(b) **Service Class Routing**

This option provides the capability of directing originating traffic from an End Office to a Trunk Group to a Customer Premises, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+ or 011+, or Service Access Code (e.g., 900)). It is provided in suitably equipped End Office or Access Tandem switches and is available with Feature Group D.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(c) **Multifrequency Address Signaling**

Multifrequency Address Signaling is available as an optional feature with FGD. This feature provides for the transmission of number information and control signals (e.g., number address signals, automatic number identification) between the End Office Switch and the Customer's Premises (in either direction). Multifrequency signaling arrangements make use of pairs of frequencies out of a group of six frequencies. Specific information transmitted is dependent upon feature group and Call type (i.e., POTS, coin or operator). This feature is not available in combination with SS7 signaling.

(d) **Signaling System 7 (SS7) Signaling**

This feature provides common channel out of band transmission of address and supervisory SS7 protocol signaling information between the End Office Switch or the Access Tandem office switching system and the Customer's designated Premises. This feature is available only in offices where technically feasible. The signaling information is transmitted to the Telephone Company designated STP which may be provided by a separate entity. The Customer must arrange CCSAC facilities with the entity providing the STP in order to receive SS7 signaling from the Telephone Company. This feature is available with FGD and will be provided in accordance with the SS7 Interconnect specifications described in Technical Reference TR-TSV-000905.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(e) **Calling Party Number (CPN)**

This feature provides for the automatic transmission of the ten digit directory number, associated with a calling station, to the Customer's Premises for calls originating in the LATA. The ten digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The ten digit telephone number will be coded as presented, or restricted via a "privacy indicator" for delivery to the called End User. This feature is automatically provided with originating FGD with SS7 signaling. SS7 Signaling is available only where technically feasible.

(1) Restrictions on Use and Sale of CPN

(a) Interstate access Customers of this tariff may use CPN in the following manner:

(i) For billing and collection information, for routing, screening, and completing the originating subscriber's call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use CPN to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(e) **Calling Party Number (CPN)** (Cont')(1) **Restrictions on Use and Sale of CPN** (Cont')

(b) Interstate access Customers of this tariff may not use CPN in the following manner:

(i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.

(ii) Disclosing (except as permitted in (a), preceding) any information derived from the CPN for any purpose other than 1) performing the services or transactions that are the subject of the originating subscriber's Call, 2) ensuring network performance security and the effectiveness of Call delivery, 3) compiling, using, and disclosing aggregate information, and 4) complying with applicable law or legal process.

(f) **Carrier Selection Parameter (CSP)**

This feature provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the Call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the End User did or did not dial 1010XXX. This feature is provided with originating FGD with SS7 signaling. CSP is not available at all Telephone Company switches.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(g) **Charge Number Parameter (CNP)**

- (1) The CNP is equivalent to the existing ten digit Automatic Number Identification (ANI) available with FGD with MF signaling. The CNP provides for the automatic transmission of the ten digit billing number of the calling station and the originating line information. This feature is provided with originating FGD where SS7 signaling is available.

(2) **Restrictions on Use and Sale of CNP**

- (a) Interstate access Customers of this tariff may use CNP in the following manner:
- (i) For billing and collection information, for routing, screening, and completing the originating subscriber's Call or transaction, or for services directly related to the originating telephone subscriber's Call or transaction.

The Customer may use CNP to offer a product or service that is directly related to the products or services previously acquired from the Customer by the originating subscriber.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(1) **Common Switching Nonchargeable Optional Features** (Cont'd)(g) **Charge Number Parameter (CNP)** (Cont')(2) **Restrictions on Use and Sale of CNP** (Cont'd)

(b) Interstate access Customers of this tariff may not use CNP in the following manner:

- (i) Reusing or selling the telephone number or billing information without first notifying the originating telephone subscriber and obtaining the affirmative consent of such subscriber for such reuse or sale.
- (ii) Disclosing, except as permitted in a), preceding, any information derived from the CNP for any purpose other than (1) performing the services or transactions that are the subject of the originating subscriber's Call, (2) ensuring network performance security and the effectiveness of call delivery, (3) compiling, using, and disclosing aggregate information, and (4) complying with applicable law or legal process.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(2) **Transport Termination Nonchargeable Optional Features**(a) **Coin**

This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, 01+, 011+ or, respectively. Because operator assisted coin calling traffic is routed over a Trunk Group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

(b) **Operator Trunk-Coin, Non-Coin, or Combined Coin and Non-Coin**

The operator assistance non-coin calling arrangement is also normally ordered by the Customer in conjunction with the ANI optional feature, since the preponderance of Trunk Groups equipped with this arrangement will be terminated in the Customer's TSPS systems, rather than in the Customer's manual cord boards. When so equipped, the ANI feature provides for the forwarding of information digits which identify that the Call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, other screening arrangements agreed to between the Customer and the Telephone Company.

Combined Coin and Non-Coin

This arrangement provides for initial coin return control and routing of 0+, 0-, 1+, or 011+, respectively. Because operator assisted coin and non-coin calling traffic is routed over a Trunk Group dedicated to operator assisted calls, this arrangement is only provided in association with the Service Class Routing option.

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6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(2) **Transport Termination Nonchargeable Optional Features**
(Cont'd)(b) **Operator Trunk-Coin, Non-Coin, or Combined Coin and Non-Coin** (Cont'd)

This arrangement is normally ordered by the Customer in conjunction with the ANI optional feature, since the preponderance of Trunk Groups equipped with this arrangement will be terminated in the Customer's operator services systems, rather than the Customer's manual cord boards. When so equipped, the ANI optional feature provides for the forwarding of information digits which identify that the Call has originated from a hotel or motel, and whether room number identification is required, or that special screening is required, e.g., for coinless public stations, dormitory or inmate stations, or other screening arrangements agreed to between the Customer and the Telephone Company.

(c) **Operator Trunk-Full Feature**

This option provides the initial coin return control function to the Customer's operator. It is available with Feature Group D and is provided as Trunk type for Transport Termination. Because it requires inband signaling, this feature is not available with the SS7 Signaling option.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(3) **Chargeable Optional Features**(a) **Toll Free Number Data Base Access Service**

Toll Free Number Data Base Access Service is provided to all Customers in conjunction with FGD Switched Access Service. When a 1+Toll Free Number+NXX-XXXX Call is originated by an End User, the Telephone Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Number data base to identify the Customer to whom the Call will be delivered and provide vertical features based on the dialed ten digits. The Call will then be routed to the identified Customer over FGD Switched Access Service.

A Basic or Vertical Features Query charge, as set forth in Section 12.2.1(C), following, is assessed for each query launched to the data base which identifies the Customer to whom the Call will be delivered. (Z)

The Basic Query provides the identification of the Customer to whom the Call will be delivered and includes area of service routing which allows routing of Toll Free Number calls by telephone companies to different Interexchange Carriers based on the Local Access Transport Area (LATA) in which the Call originates.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.3 **Provisions and Description of Switched Access Service Feature Groups** (Cont'd)6.3.3 **Common Switching Transport Termination Optional Features** (Cont'd)(A) **Optional Features** (Cont'd)(3) **Chargeable Optional Features** (Cont'd)(a) **Toll Free Number Data Base Access Service** (Cont'd)

The Vertical Feature Query provides the same Customer identification as the basic query plus vertical features which may include: (1) call validation, (ensuring that Calls originate from subscribed service areas); (2) POTS translation of Toll Free Number numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of Toll Free Number Calls based on factors such as time of day, place or origination of the Call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3) of this paragraph).

The manner in which Toll Free Number Data Base Access Service is provided is dependent on the availability of SS7 service at the End Office from which the service is provided as outlined following:

When Toll Free Number Data Base Access Service originates at an End Office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that End Office.

When Toll Free Number Data Base Access Service originates at an End Office not equipped with SSP customer identification capability, the Toll Free Number call will be delivered to the Access Tandem on which the End Office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in Section 12.2.1(C), following, are in addition to those charges applicable for the Feature Group D Switched Access Service.

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6. **Switched Access Service** (Cont'd)

6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)

6.3.3 Common Switching Transport Termination Optional Features (Cont'd)

(A) Optional Features (Cont'd)

(3) Chargeable Optional Features (Cont'd)

(D)

(D)

ACCESS SERVICE

6. Switched Access Service (Cont'd)6.3 Provisions and Description of Switched Access Service Feature Groups (Cont'd)6.3.3 Common Switching Transport Termination Optional Features (Cont'd)(A) Optional Features (Cont'd)(3) Chargeable Optional Features (Cont'd)

(D)

(D)

(b) Originating Line Screening (OLS) Service

(T)

The Telephone Company will OLS Service to aggregators and other Customers who obtain local exchange service from the Telephone Company under its general or local exchange tariff. OLS service enables customers to determine whether there are billing restrictions on exchange service lines from which a Call originates. OLS service delivers codes on operator assisted calls made from aggregator locations to identify calls originating from privately owned payphones, inmate locations, etc.

This charge is applied for each exchange service line to which an OLS code is assigned. The Customer must specify the number of exchange service lines and each individual telephone number equipped.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.4 **Transmission Specifications**

Each Switched Access Service transmission path is provided with standard transmission specifications. There are three different standard specifications (Types A, B and C). The standard for a particular transmission path is dependent on the Feature Group, the Interface Group and whether the service is directly routed or routed via an Access Tandem. The available transmission specifications are available from the telephone company upon request. Data Transmission Parameters are also provided with each Switched Access Service transmission path. If necessary, the Telephone Company may conduct tests independently or in cooperation with the Customer, and take any necessary action to insure that the data parameters are met.

The Telephone Company will maintain existing transmission specifications on functioning service configurations installed prior to the effective date of this tariff except that service configurations having performance specifications exceeding the standards listed in this provision will be maintained at performance levels specified in this tariff.

The transmission specifications concerning Switched Access Service are available from the Company upon request. Acceptance limits are set forth in Technical Reference TR-NWT-000334. This Technical Reference also provides the basis for determining Switched Access Service maintenance limits.

6.4.1 **Mileage Measurement**

The mileage to be used to determine the monthly rate for Tandem Switched Transport is calculated on airline distances between the End Office Switch, which may be a Host Office (where the call carried by Tandem Switched Transport originates or terminates) and the Serving Wire Center. In Host/Remote configurations, the mileage to be used to determine the monthly rate for Tandem Switched Transport will be measured separately as the airline distance between the Host Office and the Serving Wire Center, and the Host Office and the Remote Office. For SS7 signaling, the mileage to be used to determine the monthly rate for the Signaling Mileage Facility is calculated on the airline distance between the Serving Wire Center associated with the Customer's Premises (Signaling Point Interface) and the Telephone Company wire center providing the STP Port.

Where applicable, the V&H coordinates method is used to determine mileage.

Mileage rates are as set forth in 12.2.1 following. To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate

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6. **Switched Access Service** (Cont'd)6.5 **Obligations of the Telephone Company**

In addition to the obligations of the Telephone Company as set forth in Section 2, preceding, the Telephone Company has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

6.5.1 **Network Management**

The Telephone Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Telephone Company network. The Telephone 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 network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Telephone Company result in the complete loss of service by the Customer, the Customer will be granted a Credit Allowance for Service Interruption as set forth in Section 2.4.3, preceding.

6.5.2 **Design and Traffic Routing of Switched Access Service**

For Feature Group D, the Telephone Company shall design and determine the routing of Switched Access Service. The Telephone Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups. The Telephone Company will decide whether Trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Telephone Company traffic routing plans.

The Telephone Company will designate which Access Tandem will be the First Point of Switching and will select the facilities and routing that will be used to transport Calls between the First Point of Switching and the Telephone Company's End Office. Using facilities that are owned or leased by the Telephone Company, the Telephone Company shall provide the Customer with, and the Customer shall pay the Telephone Company for, Tandem Switched Transport between the Access Tandem that the Telephone Company has selected as the First Point of Switching and the Telephone Company's End Office.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.5 **Obligations of the Telephone Company**6.5.3 **Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Telephone Company through its own service evaluation routines may be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. The charges for provision of this data will be determined on an individual case basis.

6.5.4 **Trunk Group Measurement Reports**

Subject to availability, the Telephone Company will make available Trunk Group data in the form of usage in CCS, peg count and overflow, to the Customer based on previously agreed to intervals.

6.5.5 **Determination of Number of Transmission Paths**

The following applies to Switched Access Voice Transmission paths, and does not apply to signaling connections provided with CCSAC. The number of transmission paths for CCSAC connections will be determined jointly by the Telephone Company and the Customer.

For Tandem Switched Transport, the Telephone Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in Section 6.3.2, preceding) by End Office. The total busy hour minutes of capacity by type for the End Office will be converted to transmission paths using standard Telephone Company traffic engineering methods. (Z)

6.5.6 **Design Blocking Measurement**

The Telephone Company will design the facilities used in the provision of Switched Access Service to meet the blocking probability criteria as set forth in (A) and (B), following.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.5 **Obligations of the Telephone Company** (Cont'd)6.5.6 **Design Blocking Measurement** (Cont'd)

- (A) For Feature Group D, the design blocking objective will be no greater than one percent (.01) between the Point of Termination and the End Office Switch. Standard traffic engineering methods will be used by the Telephone Company to determine the number of transmission paths requested to achieve this level of blocking.
- (B) The Telephone Company will perform routine measurement functions to assure that an adequate number of transmission paths are in service. The Telephone Company will recommend that additional capacity (i.e., busy hour minutes of capacity) be ordered by the Customer when additional paths are required to reduce the measured blocking to the designed blocking level. For the capacity ordered, the design blocking objective is assumed to have been met if the routine measurements show that the measured blocking does not exceed applicable thresholds utilized by the Telephone Company.

6.5.7 **Design Layout Report**

At the request of the Customer, the Telephone Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the First Point of Switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

6.6 **Obligations of the Customer**

In addition to the obligations of the Customer set forth in Section 2.3, preceding, the Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

6.6.1 **Supervisory Signaling**

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

6.6.2 **Trunk Group Measurement Reports**

With the agreement of the Customer, Trunk Group data in the form of usage in CCS, peg count and overflow for its end of all access Trunk Groups, where technologically feasible, will be made available to the Telephone Company.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.6 **Obligations of the Customer** (Cont'd)6.6.2 **Trunk Group Measurement Reports** (Cont'd)

These data will be used to monitor Trunk Group utilization and service performance and will be provided based on previously arranged intervals and format.

6.7 **Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

6.7.1 **Application of Rates and Charges**(A) **Nonrecurring Charges**

Except as noted in Section 6.7.1(A)(1), following, nonrecurring charges (Z)
apply as a one time charge for a specific work activity. Nonrecurring (C)
charges are set forth in Section 12.2.3, following. Changes to existing (C)
services other than administrative changes will be treated as a
discontinuance of the existing service and an installation of a new
service.

(1) **Non-Chargeable Changes**

The following administrative changes will be made without charge:

- Change of Customer name,
- Change of Customer or Customer's End User Premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of Customer circuit identification,
- Change of billing account number,
- Change of Customer test line number,
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of jurisdiction.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.7 **Rate Regulations** (Cont'd)6.7.1 **Application of Rates and Charges** (Cont'd)(B) **Recurring Charges**(1) **Premium Rates**

Premium rates as set forth in Section 12.2.1, following, apply to all Access Minutes.

(C) **Toll Free Number Data Base Access Service**

A Basic Query or a Vertical Feature Query charge applies for each query that is launched to an Toll Free Number data base and identifies the Customer to whom the Call will be delivered. The Query charge applied will depend on the features used in making the data base query. Queries using vertical service features outlined above will be charged the Vertical Feature Query charge. All other queries will be charged the Basic Query charge. Query charges, as set forth in Section 12.2.1(C), following, will be applied.

When Feature Group D Switched Access Service is used for the provision of Toll Free Number Data Base Access Service and the total minutes of use and/or count of queries can be determined for each Customer at an Access Tandem or SSP but cannot be determined by individual End Office, an allocation method will be utilized to determine minutes of use and/or queries by End Office and Customer. For each End Office a ratio will be developed and applied against the total minutes of use and/or count of queries for a given Customer as determined by the Access Tandem or SSP. These ratios will be developed by dividing the unidentified originating Toll Free Number minutes of use at an End Office by the total unidentified originating minutes of use in all End Offices subtending the Access Tandem or SSP. For example, assume:

- Three End Offices (EO-1, EO-2, and EO-3) subtend a tandem

EO-1 measures 2,000 minutes of Toll Free Number use	
EO-2 measures 3,000 minutes of Toll Free Number use	
EO-3 measures <u>5,000</u> minutes of Toll Free Number use	
10,000	Total

ACCESS SERVICE

6. Switched Access Service (Cont'd)6.7 Rate Regulations (Cont'd)6.7.1 Application of Rates and Charges (Cont'd)(C) Toll Free Number Data Base Access Service (Cont'd)

- The tandem delivers Toll Free Number usage to two Customers:

IC-A has 4,000 minutes of use

IC-B has 6,000 minutes of use

- The allocation ratio for EO-1 is 20%.

2,000/10,000

- The minutes of use to be billed by EO-1 are

800 to IC-A (20% X 4,000)

1,200 to IC-B (20% X 6,000)

2,000

Total

6.7.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

6.7.3 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge is calculated as follows.

For usage rated Tandem Switched Transport, Local Switching and Information Surcharge rate elements, the minimum monthly charge is the sum of the charges set forth in Sections 12.2.1.(A) and 12.2.1.(B), following, for the measured or assumed usage for the month.

For flat rated Tandem Switched Transport rate elements, the minimum monthly charge is the sum of the recurring charges set forth in Section 12.2.1(A), following, prorated to the number of days or major fraction of days based on a 30-day month.

ACCESS SERVICE6. **Switched Access Service** (Cont'd)6.7 **Rate Regulations** (Cont'd)6.7.4 **Measuring Access Minutes**(A) **Feature Group D Usage Measurement**(1) **Originating Usage**

For originating calls over FGD the measured minutes are the chargeable Access Minutes.

For originating calls over FGD, provided with Multifrequency Signaling, usage measurement begins when the originating FGD First Point of Switching receives the first wink supervisory signal forwarded from the IC's Point of Termination.

For originating Calls over FGD provided with Signaling System 7 (SS7) Signaling when the FGD End Office is not routed through an Access Tandem for connection to the Customer, usage measurement begins when the SS7 Initial Address Message is sent from the Service Switching Point (SSP) to the Service Transfer Point (STP).

For originating Calls over FGD provided with Signaling System 7 (SS7) Signaling when the FGD End Office is routed through an Access Tandem for connection to the Customer, usage measurement begins when the FGD End Office receives the SS7 Exit Message from the Access Tandem.

The measurement of originating Call usage over FGD provided with Multifrequency Signaling ends when the originating FGD First Point of Switching receives disconnect supervision from either the originating End Office, indicating the Call has been disconnected, or the IC's Point of Termination, whichever is recognized first by the First Point of Switching.

The measurement of originating Call usage over FGD provided with SS7 Signaling ends when the originating FGD End Office receives an SS7 Release Message indicating the Call has been disconnected.

(2) **Terminating Usage**

For terminating Calls over FGD the chargeable Access Minutes are either measured or derived.

ACCESS SERVICE

6. **Switched Access Service** (Cont'd)6.7 **Rate Regulations** (Cont'd)6.7.4 **Measuring Access Minutes** (Cont'd)(A) **Feature Group D Usage Measurement** (Cont'd)(2) **Terminating Usage** (Cont'd)

For terminating Calls over FGD provided with Multifrequency Signaling, where measurement capability exists, the measurement of chargeable Access Minutes begins when the terminating FGD First Point of Switching receives answer supervision from the terminating End Office, indicating the Call has been answered. This measurement ends when the terminating FGD First Point of Switching receives disconnect supervision from either the terminating End Office, indicating the Call has been disconnected, or the IC's Point of Termination, whichever is recognized first by the First Point of Switching.

For terminating Calls over FGD, where measurement capability does not exist, terminating FGD usage is derived from originating usage, excluding usage from calls to closed end services or Directory Assistance Service.

For terminating Calls over FGD with SS7 Signaling, usage measurement begins when the terminating recording switch receives answer supervision. The Telephone Company switch receives answer supervision and sends the indication to the IC in the form of an answer message. The measurement of terminating FGD call usage ends when the Entry Switch receives or sends a release message, whichever occurs first.

ACCESS SERVICE

7. **Reserved For Future Use**

ACCESS SERVICE

8. **Reserved For Future Use**

ACCESS SERVICE

9. **Additional Engineering, Additional Labor and Miscellaneous Services**

In this section, normally scheduled working hours are an employee's scheduled work period on any given business day which totals eight (8) hours.

9.1 **Additional Engineering**

Additional Engineering will be provided by the Telephone Company at the request of the Customer when:

- (A) A Customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in Section 6.5.7 preceding.
- (B) Additional engineering time is incurred by the Telephone Company to engineer a Customer's request for a customized service.

The Telephone Company will notify the Customer that additional engineering charges will apply before any additional engineering is undertaken.

9.1.1 **Charges for Additional Engineering**

The charges for additional Engineering are as shown in Section 12.2.3(A), following.

9.2 **Additional Labor**

Additional labor is that labor requested by the Customer on a given service and agreed to by the Telephone Company. The Telephone Company will notify the Customer that additional labor charges will apply before any additional labor is undertaken. Additional labor charges apply to the services described in Sections 9.2.1 through 9.2.6, following.

9.2.1 **Overtime Installation**

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

9.2.2 **Overtime Repair**

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours.

9.2.3 **Stand By**

Stand by includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer.

ACCESS SERVICE

9. **Additional Engineering, Additional Labor and Miscellaneous Services**9.2 **Additional Labor**9.2.4 **Testing and Maintenance with Other Telephone Companies**

Additional labor charges set forth in 12.2.3(B) following apply for additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies. This is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

9.2.5 **Testing Services**

Testing Services other than those described in other parts of this tariff will be provided at the hourly rates described in 12.2.3(B), following if requested by the Customer. Testing will be provided subject to the availability of equipment and qualified personnel.

9.2.6 **Other Labor**

Other labor is that additional labor incurred to accommodate a specific Customer request that involves labor which is not covered by any other section of this tariff. It also covers additional labor necessary to meet Customer requests as described in Section 5, preceding.

9.2.7 **Charges for Additional Labor**

The charges for Additional Labor are shown in Section 12.2.3(B), following.

9.3 **Miscellaneous Services**9.3.1 **Maintenance of Service**

(A) When a Customer reports a trouble to the Telephone Company for clearance and the trouble is not in the Telephone Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Telephone Company personnel are dispatched to the Customer's Premises to when the work is completed.

(B) The charges for Maintenance of Service are shown in Section 12.2.3(C), following.

9.3.2 **Reserved For Future Use**9.3.3 **Reserved For Future Use**

ACCESS SERVICE

9. **Additional Engineering, Additional Labor and Miscellaneous Services** (Cont'd)9.3 **Miscellaneous Services** (Cont'd)9.3.4 **Reserved For Future Use**9.3.5 **Blocking Services**

Central Office blocking service is offered only where technically feasible.

(A) **900 Blocking Service**

900 Service Access Restriction prevents access to the 900 network. When Customers dial a 0+ or 1+ 900 pay-per-call number from a restricted telephone number, the 900 call is blocked.

Charges associated with 900 Service Access Restriction will be waived, on a one-time basis, for Customers who request a new line for a period of 60 days after the new line is installed.

Other than the above exception, charges for 900 Blocking Service apply as found in Section 12.2.3(D), following.

Requests by Customers to remove 900 Service Access Restriction must be submitted in writing to the Telephone Company.

9.3.6 **Bill Name and Address Information**

Interexchange Carriers, enhanced service providers, and independent service providers may request Billing Name and Address (BNA) information of the Telephone Company or the Telephone Company's contracted billing agent for a specifically stated Billed Telephone Number (BTN). This information is to be used only for billing purposes, order entry, Customer service, fraud prevention, and identification of End Users who have moved from one location to another. Under no circumstances shall this information be used for marketing purposes.

The Telephone Company will provide this information on a per-request basis, using rates specified in Section 12.2.3(E), following. Information will be provided for all BTNs except those that are unpublished or unlisted and are assigned to subscribers who have provided the Telephone Company with written instructions forbidding the release of BNA for their assigned numbers. For all other subscribers, BNA will be released for third number billed, collect calls, 1010XXX calls, and calling card calls.

ACCESS SERVICE

9. **Additional Engineering, Additional Labor and Miscellaneous Services** (Cont'd)9.3 **Miscellaneous Services** (Cont'd)9.3.6 **Bill Name and Address Information** (Cont'd)

Requests for BNA must be submitted in writing. BTNs must be listed in ascending numeric order. The request must be accompanied by: (1) carrier identification code, (2) specific BTNs for which BNA is requested, and (3) contact name and number for verification. BNA will be provided in written form within a two-week interval from receipt of the request.

9.3.7 **Central Office (CO) Implemented Coin Line**

- A. Central Office Implemented Coin Line provides coin signaling. It is a line side connection from the local exchange switch to the point of demarcation at the Customer Premise. The line is purchased out of the company's local tariff, while the features may be purchased out of either the local tariff or this Federal tariff.
- B. Features are additives to the operation of a flat rate access line that provide for CO Implemented coin line service. The Telephone Company offers those features that are provided by the functionality of the Telephone Company's switches. These may include, where available, coin supervision, coin control (collect and return of coins, if applicable), and answer supervision. CO implemented coin line features that are implemented by the functionality of an operator service provider, such as coin rating, coin refund, repair referral, and operator call screening, are the responsibility of the Payphone service provider (Customer).
- C. CO Implemented Coin Line features, including coin line signaling, coin collect and return (where applicable) and answer supervision, are provided by the Telephone Company per the technology available from the Telephone Company's facilities. It shall be the responsibility of the CO Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line features offered by the Telephone Company.
- D. Answer Supervision provides signaling on the line notifying the line that the called party has answered. Coin Collection and Return provides an electrical signal on a CO Implemented Line indicating to the payphone equipment to collect or return coin(s) to the calling party.

ACCESS SERVICE

10. **Special Construction**10.1 **General**

This section addresses special construction of Telephone Company facilities. When special construction is required, as described in Section 10.2, following, the provisions of this section apply in addition to regulations, rates, and charges set forth in other sections of this tariff.

Regulations and rates will be added to this tariff for each specific application of Special Construction. The Customer will provide written authorization to the Telephone Company prior to the commencement of any Special Construction.

10.2 **Conditions Requiring Special Construction**

Special construction is required when suitable facilities are not available to meet a Customer's order for service and one or more of the following conditions exist:

- The Telephone Company has no other requirement for the facilities constructed at the Customer's request;
- The Customer requests that service be furnished using a type of facility, or via a route, other than that which the Telephone Company would otherwise utilize in furnishing the requested service;
- The Customer requests the construction of more facilities than are required to satisfy its order or service;
- The Customer requests construction be expedited, resulting in added cost to the Telephone Company;
- The Customer requests that temporary facilities be constructed until permanent facilities are available.

ACCESS SERVICE

11. **Reserved For Future Use**

ACCESS SERVICE

12. **Rates and Charges**12.1 **General**

The rates and charges for the services offered in this tariff are shown separately for each element. (C)
(C)

12.2 **Rates**12.2.1 **Switched Access Service**

The rates and charges for the Switched Access Service offered in this tariff are set forth below.

(A)	<u>Tandem Switched Transport</u>	<u>Rate</u>	(D)
	<u>Tandem Switched Facility</u>		
			(D)
	Per Access Minute Per Mile	\$0.000188 ¹	(R)
	Per Access Minute Per Mile	\$0.000402 ²	(R)
			(D)
			(D)

¹ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5 when the Telephone Company's End Office Switch is located either in the service territories of Mahoney & Mahantango Telephone Co. or Windstream Buffalo Valley, Inc. or in a town with less than 50,000 inhabitants that is served by a non-rural incumbent local exchange carrier. (N)

² For calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territories of Commonwealth Telephone Company, McClure Telephone Co., Windstream Conestoga, Inc., or Windstream D&E, Inc., the Telephone Company concurs in the rates of Commonwealth Telephone Company, McClure Telephone Co., Windstream Conestoga, Inc., and Windstream D&E, Inc., respectively in NECA Tariff F.C.C. No. 5, sections 17.2.2 and 17.2.3. (N)

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)

(A) (Cont'd)

(D)

(D)

Tandem Switched Termination

(D)

(D)

Per Access Minute Per Termination	\$0.000979 ³	(R)
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Per Access Minute Per Termination	\$0.002090 ⁴	(R)
-----------------------------------	-------------------------	-----

(D)

(D)

³ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5 when the Telephone Company's End Office Switch is located either in the service territories of Mahoney & Mahantango Telephone Co. or Windstream Buffalo Valley, Inc. or in a town with less than 50,000 inhabitants that is served by a non-rural incumbent local exchange carrier.

(N)

⁴ For calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territories of Commonwealth Telephone Company, McClure Telephone Co., Windstream Conestoga, Inc., or Windstream D&E, Inc., the Telephone Company concurs in the rates of Commonwealth Telephone Company, McClure Telephone Co., Windstream Conestoga, Inc., and Windstream D&E, Inc., respectively in NECA Tariff F.C.C. No. 5, sections 17.2.2 and 17.2.3.

(N)

ACCESS SERVICE

12. Rates and Charges (Cont'd)12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)

(A) (Cont'd)

(D)

(D)

Network Blocking

Per Call Blocked

\$0.0153⁵(B) End Office(1) Local Switching

(D)

(D)

Per Access Minute

\$0.044902⁶

(I)

Per Access Minute

\$0.017961⁷

(R)

Per Access Minute

\$0.013470⁸

(R)

(D)

(D)

⁵ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5.

(N)

⁶ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5 when the Telephone Company's End Office Switch is located either in the service territory of McClure Telephone Company or in a town with less than 50,000 inhabitants that is served by a non-rural incumbent local exchange carrier.⁷ For calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territory of Commonwealth Telephone Company, the Telephone Company concurs in the rates of Commonwealth Telephone Company in NECA Tariff F.C.C. No. 5, sections 17.2.2 and 17.2.3.⁸ For calls that originate from or terminate to the Telephone Company's End Office Switch located in the service territories of either Mahanoy & Mahantango Telephone Co., Windstream Buffalo Valley, Inc., Windstream Conestoga, Inc., or Windstream D&E, Inc., the Telephone Company concurs in the rates of Mahanoy & Mahantango Telephone Co., Windstream Buffalo Valley, Inc., Windstream Conestoga, Inc., and Windstream D&E, Inc., respectively in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, sections 17.2.2 and 17.2.3.

(N)

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)

12.2 Rates (Cont'd)

12.2.1 Switched Access Service (Cont'd)

(B) End Office (Cont'd)

(1) Local Switching (Cont'd)

(D)

(D)

ACCESS SERVICE

12. Rates and Charges (Cont'd)12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)(B) End Office (Cont'd)(2) Information Surcharge

Per 100 Access Minutes

\$0.0494⁹

(D)

(D)

(I)

(D)

(D)

⁹ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5.

(N)

(N)

(D)

(D)

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)(B) End Office (Cont'd)(2) Information Surcharge

(D)

(D)

(C) 800 Data Base Access Service QueriesBasic

(D)

(D)

Per Query

\$0.0053¹⁰

(R)

(D)

¹⁰ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5.

(D)

(N)

(N)

ACCESS SERVICE

12. Rates and Charges (Cont'd)12.2 Rates (Cont'd)12.2.1 Switched Access Service (Cont'd)(C) 800 Data Base Access Service Queries (Cont'd)Basic

(D)

(D)

Vertical

(D)

Per Query

\$0.0059¹¹(D)
(I)

(D)

(D)

¹¹ Pursuant to 47 C.F.R. § 61.26, the Telephone Company charges the rates contained in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5.(N)
(N)

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)

12.2 Rates (Cont'd)

12.2.1 Switched Access Service (Cont'd)

(C) 800 Data Base Access Service Queries (Cont'd)

(D)

(D)

ACCESS SERVICE

12. **Rates and Charges**

12.2 Rates

12.2.1 Switched Access Service

(D)

(D)

ACCESS SERVICE12. **Rates and Charges** (Cont'd)12.2 **Rates** (Cont'd)12.2.2 **End User Fees**(A) **End User Access Service**

TeleStride does not charge rates for End User Access Service other than the rates TeleStride charges its own End Users for telecommunications (C)
(which includes End User Access Service). Specifically, TeleStride does (C)
not separately charge any End User either a state or federal end user
common line charge or end user subscriber line charge.

(B) **Federal Universal Service Charge (FUSC)**

TeleStride does not charge a contribution recovery surcharge for either
any state universal service fund or the federal universal service fund.
Specifically, this tariff does not contain a Federal Universal Service
Charge and no End User will be assessed such a surcharge by TeleStride.

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)12.2 **Rates** (Cont'd)12.2.3 **Miscellaneous**

		Basic time, scheduled <u>working hours</u>	Overtime outside scheduled <u>working hours</u>	(M)
(A)	<u>Additional Engineering Periods</u>			
	Per engineer, 1/2 hour or fraction thereof,	\$31.03	\$46.55	
(B)	<u>Additional Labor</u>			
	Per technician, 1/2 hour or fraction thereof,	\$21.18	\$31.77	
(C)	<u>Maintenance of Service</u>			
	Per technician, 1/2 hour or fraction thereof,	\$31.71 (I)	\$47.57 (I)	(M)
(D)	<u>Blocking Services</u>			(M)
	1. <u>900 Blocking Service</u>			
	Per Line Or Trunk		\$11.20	
(E)	<u>Billing Name and Address Information</u>			
	Per Order		\$50.94	(M)

(M) material previously appeared on page 110.

ACCESS SERVICE

12. **Rates and Charges** (Cont'd)12.2 **Rates** (Cont'd)12.2.3 **Miscellaneous** (Cont'd)(F) **CO Implemented Coin Line Features
and Functions**

Per Line per month	\$2.21
--------------------	--------

(G) **Originating Line Screening (OLS) Service**
Per Line

	\$7.95
--	--------

(H) **Access Order Charge**
Per Order

	\$86.00
--	---------

(I) **Service Date Change Charge**
Per Order

	\$60.00
--	---------

(J) **Design Change Charge**
Per Order

	\$84.00
--	---------