

**REGULATIONS AND SCHEDULE OF INTERSTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES**

**BY**

**NEXUS COMMUNICATIONS, INC**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of interstate access service for telecommunications services by Nexus Communications, Inc. ("Company"). This tariff is on file with the Federal Communications Commission, and copies also may be inspected, during normal business hours, at the following location: 7830 North Central Drive, Suite C, Lewis Center, OH 43035.

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ISSUED BY: Steven Fenker, Vice-President  
7830 North Central Driver, Suite C  
Lewis Center, OH 43035

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 CHECK SHEET

The title page and pages 1-42 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
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\* New or Revised Pages

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## TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of interstate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Nexus Communications, Inc. (hereinafter "Nexus" or "Company").

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EXPLANATION OF SYMBOLS

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

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**1. Definition of Terms**

For the purpose of this Tariff, the following definitions will apply:

Access Service

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

Access Tandem

An Exchange Carrier's switching system that provides a concentration and distribution function for originating and terminating traffic between local switching centers and Customer's premises.

Access Service Request (ASR)

A written request for service submitted by the Customer.

ANI

ANI (Automated Number Identification) refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Carrier or Common Carrier

See Interexchange Carrier or Exchange Carrier

Commission

The Federal Communications Commission.

Company

The term Company refers to Nexus Communications, Inc. The issuer of this rate sheet.

Customer

The Interexchange carrier (IXC) which orders service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes.

Customer Premises/Customer's Premises

Customer Point of Presence (POP) where service is originated/terminated.

Due Date

The Due Date is the date on which payment is due.

End Office

The wire center from which the end user normally obtains dial tone from the company.

End User

A person or entity that subscribes to any Nexus Exchange Access Service offered and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Carrier

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

Expedite

A Service Order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard service interval.

FCC

Federal Communications Commission.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Meet Point

A point of interconnection that is not an end office or tandem.

Meet Point Billing

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

Multiplexing

Multiplexing, or "mixing", is the sequential combining of lower bit rate services onto a higher bit rate service for more efficient facility capacity usage or vice versa.

N/A

Not available.

N/C

No charge.

Nonrecurring Charges

The one-time initial charges for service of facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Customer-designated location where long distance calls enter or exit the local exchange network.

Presubscription

An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA toll calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Recurring Charges

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

Restore

To make service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service

Service means any or all service(s) provided pursuant to this Tariff.

Service Commencement Date

The day that the requested Service or facility is available for use.

Service Wire Center

The central office from which the Customer picks up or hands off its interexchange traffic.

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Switched Access

Non-dedicated Access between the Customer's Point of Presence and the end office of the Company for origination or termination of Service.

Tariff

The current Interstate Access Services Tariff and effective revisions thereto filed by the Company with the Federal Commerce Commission.

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**2. Rules and Regulations****2.1 Descriptions and Limitations of Services**

- 2.1.1 The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.
- 2.1.2 Any Interexchange Carrier (IXC) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this tariff, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service, but only for so long as such unavailability exists.
- 2.1.3 The Company may require a Customer to establish credit worthiness as a condition precedent to the initial establishment of Service. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- Additionally, the Company reserves the right to obtain a credit verification of Customer in the event:
- A. Customer fails to make timely payment;
  - B. there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that Service is provided to Customer; or
  - C. any other circumstance in which Company determines that a credit verification is necessary to protect Company from fraud, misuse or unlawful use of its Services.
- 2.1.4 Service may be discontinued after five business days written notice to the Customer if:
- A. the Customer is using the Service in violation of this Tariff; or
  - B. the Customer is using the Service in violation of any law or FCC rule, order, or regulation.
- 2.1.5 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

**2.2. Customer Equipment****2.2.1 Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**2.2.2 Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.2.3 Rights-of-Way**

Where economically feasible, the Company shall, directly or through third parties, use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide the Company's service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location, shall be borne entirely by the Company. Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by the Customer. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including, without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such rights-of-way.

### **2.3 Shortage of Equipment or Facilities**

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

### **2.4 Other Terms and Conditions**

- 2.4.1 The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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**2.5 Liability**

- 2.5.1 Except as otherwise expressly provided in this Section 2.5, with respect to any claim or suit, by a Customer or by any other, for damages arising out of the Company's furnishing of services, including but not limited to mistakes, omissions, interruptions, delays or errors or other defects, representations, or use of these services or arising out of the failure to furnish the service whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth in section 2.9 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- 2.5.2 Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart B, Appendix A, of the FCC's Rules and Regulations.
- 2.5.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.
- 2.5.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.5.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 2.5.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of service or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- 2.5.7 In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.5.8 Claims
- A. With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:
1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.6 Obligations of the Customer**

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

- 2.6.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 2.6.7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

## **2.7 Notification of Service-Affecting Activities**

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

## **2.8 Use of Service**

- 2.8.1 The Services offered herein may be used for any lawful purpose. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.
- 2.8.2 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

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**2.9 Customer Deposits and Advance Payments****2.9.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to four months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.9.2 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
1. For a Customer that has over six months service, and a deposit is requested, the estimated charges for customers shall be based on the average monthly billing of the past six months to that Customer.
  2. In the case of an applicant for service or present customer who does not have six (6) months of service with the Company, the Company may use the average monthly bill for that type of service to determine the correct amount for that deposit.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

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### 2.9.3 Billing and Collection of Charges

- A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.
- B. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- C. The Company shall present invoices for monthly Recurring Charges to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- D. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Request. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this tariff.
- G. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1. a rate of 1.5 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.

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- H. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
  - I. Customers have up to ninety (90) days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
  - J. When service has been disconnected for nonpayment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days the Company may consider the service terminated and the equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in the Company tariffs.
  - K. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

## **2.10 Cancellation for Cause by the Company**

- 2.10.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be disconnected until at least five (5) days after delivery of notice or eight days after the postmark date on a mailed notice.
- 2.10.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be disconnected until at least five (5) days after delivery of this notice or eight days after the postmark date on a mailed notice.
- 2.10.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.10.4 Upon thirty (30) days' prior written notice, the Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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- 2.10.5 The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.10.6 Service may be discontinued by Company to the Customer, by blocking traffic to or from certain NXX exchanges, or by blocking calls using certain codes. The Company will restore Service as soon as it can be provided without undue financial risk.

## **2.11 Allowances for Interruptions of Service**

### **2.11.1 General**

- A. Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff, the Customer or the operation or malfunction of the facilities, power, ore equipment provided by the Customer, will be credited to the Customer as set forth in 2.11.1 for the part of the service the interruption affects.
- B. The credit allowance will be calculated by the Company after the Customer notifies the Company of the service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service outage conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next service invoice. A Service Outage begins when the IXC reports the outage to Nexus. A Service Outage ends when the affected circuit and/or associated Nexus equipment is fully operational in accordance with the technical specifications.
- C. Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Nexus is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC' s equipment ; and (vii) due to mutually agreed upon maintenance and repair.
- D. Credit Allowances received by Nexus from the LEC for Off-Net facility outages which affects the IXC' s Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

### **2.11.2 Restrictions on Allowance**

- A. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or other common carrier providing service connected to the service of Company;

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2. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
  3. interruptions due to the failure or malfunction of non-Company equipment;
  4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  7. interruption of service due to circumstances or causes beyond the control of the Company.

2.11.3 Use of Alternative Service Provided by the Company:

- A. Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

**2.12 Assignment**

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

**2.13 Application of Rates**

- 2.13.1 Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved
- 2.13.2 Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each Company's applicable rates as set forth in section 2.13.1(A.) following.

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- 2.13.3 The company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).
- 2.13.4 The company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.
- A. For Feature Group D Switched Access Service, when the Customer's Serving Wire Center (SWC) is not directly connected to the Company's End Office, the Customer must supply a copy of the service request to the Exchange Telephone Company in whose territory the Customer SWC is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

- B. The charge for the Local Transport rate element for services provided as set forth in Section 2.13.1 (A) preceding are determined as follows:
1. For Feature Group D Switched Access Service, the Local Transport charges are determined by using the steps set forth in (a.) following for the total Local Transport-Common Switched Transport charges.
- (a) Multiply: The number of access minutes by the Billing Percentage (see Section 2.13 (C.)) by the Company's appropriate Local Transport per minute rate. The resulting amount is the Company's total Local Transport charge.
- C. The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
- D. In connections with the FCC's Universal Service Orders, the Company will pay a percentage of its retail revenues to support the Universal Service Fund (USF). The Company will pass through the USF assessment to its customers by accessing a charge applied to all retail interstate charges.

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### 2.13.5 Charges based on Duration of Use

- A. Originating calls will be measured at the Company end office to determine the basis for computing chargeable access minutes. Terminating calls will be measured at the access tandem or at the end office, when direct trunking is provided.
- B. For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- C. The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- D. For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.
- E. The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- F. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

## **2.14 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

### 2.14.1 Jurisdictional Reports

- A. For Feature Group D Switched Access Service, the Company, where jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a quarterly basis by end office trunk group 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. For terminating access minutes, there are three options. (1) Customer may provide Company with a projected PIU factor, (2) The PIU for originating access may be used, or (3) Company may use a default PIU which will be an even split of 50% interstate and 50% intrastate.

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When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved. This percentage shall be used initially by the Company as the projected interstate percentage for such call detail.

- B. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- C. The projected interstate percentage of use will be used to determine the charges as follows:
- The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The interstate access minutes for the group will be billed as set forth in Section 3 following.
- D. Effective on the first of January, April, July, and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 15 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. The revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.14.1 (A.) preceding.
- E. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company will initiate such request no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- F. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

2.14.2 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- A. If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the intrastate tariff.
- B. If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle.

2.14.3 Rounding

- A. In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

## **2.15 Special Customer Arrangements**

2.15.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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**3 Description of Services****3.1 Access Services****3.1.1. Switched Access**

- A. Interexchange Switched Access Service provides an interexchange carrier (IXC) the ability to utilize the Company's local exchange network for the purpose of originating or terminating an interLATA call. The service provides the physical connection between a Customer's point of presence (POP) and an end user's premises, utilizing the Company's switched network. Switched Access provides for the ability to originate calls from an end user's premises to a Customer's POP and to terminate calls from a Customer's POP to an end user's premises in the LATA in which the customer desires to originate and terminate calls.
- B. Interexchange Switched Access Service is provided as a trunk side connection, Feature Group D type, to Company end office switches with an associated uniform 101XXXX access code for the Customer's use in originating and terminating communications.
- C. End Users may originate calls to a selected FGD customer by dialing 101XXXX+1+NPA+NXX+XXXX. Calls in the terminating direction will be completed for all IXCs whose CIC code has been opened at the tandem switch.
- D. Interexchange calls placed by end users to 1-800-NXX-XXXXs will be completed, subject to the terms and conditions in Section 3.1 (B.) Interexchange calls placed by end users utilizing 500, 700, and 900/976 prefixes will be blocked.
- E. The rates and charges for Switched Access Service depends on whether the Switched Transport is switched through an access tandem or direct routed to the Company's end office. Rates and charges for Switched Access Service are set forth in Section 4 following. The application of rates for Switched Access Service is described in Section 3.1.2 following.

**3.1.2. 800 Data Base Access Service**

- A. 800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point, which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.
- B. For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

### 3.1.3 Access Service Request

- A. The ASR shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.
- B. An Access Service Request must be submitted by the Customer to provide Switched Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:
  - 1. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options.
- C. When FGD is ordered by specifying the number of trunks and end office and routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:
  - 1. the access tandem the Local Transport and Local Switching options desired, and an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.
- D. In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.
- E. When a Customer orders FGD, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

### 3.1.4 Access Order Service Date Intervals

- A. Access Service is provided with the following Service Date Intervals:

## 1. Standard Interval

The schedule of Standard Intervals applicable for Switched Access Services is as follows:

Trunk Groups	Standard Interval
1-48 Trunks	14 business days
49-96 Trunks	15 business days
97+ Trunks	Negotiated

3.1.5 Access Order Modifications

- A. The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.
- B. Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

3.1.6 Service Date Change Charge

- A. Access Order service dates for the installation of new services or rearrangements of existing services but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that commencement of service must be delayed for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.
- B. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 4.1.1 (A).

3.1.7 Partial Cancellation Charge

- A. Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity with a Standard Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 4.1.1 following will apply.

3.1.8 Design Change Charge

- A. The Customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office

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switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

- B. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1(C).
- C. If a change of service date is also required, the Service Date Change charge will also apply.
- D. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, the Design Change Charge will apply.

#### 3.1.9 Expedited Order Charge

- A. When placing an Access Order for service(s), a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.
- B. If the Company receives a request for an expedited service date at the time a OriginalStandard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order.

#### 3.1.10 Cancellation of an Access Order

- A. A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services is available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days.
- B. When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
  - 1. When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
  - 2. If the Company misses a service date for an Access Order by more than 30 days, due to circumstances referred to in section 2.5.2 the Customer may cancel the Access Order without incurring cancellation charges.

- C. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. Additionally, a new minimum period will be established.
1. A move to a different building.
  2. A change in the type of service.
  3. A change in Switched Access Service Interface Group.
  4. A change in STP Access Link.
  5. A change in STP Port.
  6. A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

3.1.11 Minimum Period

- A. The minimum period for which Access Service is provided and for which charges are applicable, is one month.

3.1.12 Minimum Period Charges

- A. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.
- B. The Minimum Period Charge for monthly billed services will be determined as follows:
- C. For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- D. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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### 3.1.13 Nonrecurring Charges

- A. Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: Service Order Charge, Installation Charge, and Service Rearrangement Charge.
1. Service Order Charge
    - (a) Nonrecurring charge which applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.
  2. Installation Charge
    - (a) Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s)
  3. Service Rearrangement Charge
    - (a) Service Rearrangement Charges apply to moves that change the physical location of the point of termination are described below.
      - I. Moves within the same building
        - (i) When the move is to a new location within the same building, a Service Rearrangement Charge will apply. There will be no change in the minimum period requirements.

### 3.1.14 Record Change Charge

- A. Any changes to the account record, billing or otherwise, that has no engineering or operational effect on the customer account.

3.1.15 Manner of Provision

- A. Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

3.1.16 Call Types

- A. The following Switched Access Service call types are available:<sup>1</sup>
1. Originating 101XXXX FG Access
  2. Originating 800 FG Access
  3. Terminating FC Access

3.1.17 Originating 101XXXX FG Access

- A. The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

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<sup>1</sup> Other supported call types may include FGA, FGB, and 500/700/900 access.

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### 3.1.18 Originating 800 FG Access

- A. 800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

### 3.1.19 Terminating FG Access

- A. FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. 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 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

### 3.1.20 Standard Rate Categories

- A. There are five (5) rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office
- Toll-Free 8XX Data Base Access Service
- Optional Features

B. Common Line

1. The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by Customers and end users for interstate access.

C. Switched Transport

1. The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. Transport includes, but is not necessarily limited to, Local Transport, Entrance Facility, Common Switched Transport and Direct Trunked Transport.

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D. End Office

1. The End Office rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP. The End Office rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

E. Toll-Free 8XX Data Base Query

1. The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

F. Switched Access Optional Features

1. Following are the various optional features that are available, where the technical capability exists:
  - (a) Supervisory Signaling
  - (b) Alternate Traffic Routing
  - (c) Cut-Through
  - (d) Service Class Routing
  - (e) FGD with 950 Access
  - (f) Signaling System Seven (SS7)
  - (g) Basic Initial Address Message Delivery
  - (h) Called Directory Number Delivery
  - (i) Flexible Automatic Number Identification Delivery
2. Other optional features may be available on and Individual Case Bases (ICB)

3.1.21 Other Rate Categories

A. End User Access Service

1. The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its local exchange tariff.
2. General Description
  - (a) End User Access provides for the use of an End User Common Line (EUCL) for interstate calls. Monthly EUCL charges will be billed to the end user of the associated Local Exchange Service.

## (b) Limitations

- I. A telephone number is not provided with End User Access.
- II. Detail billing is not provided with End User Access.
- III. Directory listings are not included with End User Access.
- IV. Intercept arrangements are not included with End User

**3.2 Miscellaneous Services**3.2.1 PICC

- A. Rate element charged to the IXC customer for use of the access line to the end user customer. PICC is a flat-rated monthly recurring rate charged for each multi-line business end user PIC's to the customer's interLATA service.

3.2.2 Presubscription

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intraLATA and interLATA calls. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC).

Prior to a request for presubscription, all end user customers will be PIC'd to the Company long distance service.

- B. Presubscription will be offered to any IXC, upon a written bona fide request, within 180 days of receipt of the bona fide request.

Interexchange carriers must execute the Company-provided Participation Questionnaire and Non-Disclosure Agreement to request presubscription.

- C. At the request of a new or existing end user served by a Feature Group D end office where presubscription has been implemented, the Company will provide a list of IXCs the end user may select as its PIC. At no charge for the initial selection, the customer may choose either of the following options:

1. Designate an IXC as a PIC and dial 101XXXX to reach other ICs.
2. Designate that they do not want to be presubscribed to any IXC and choose to dial 101XXXX for all calls to all IXCs.

- D. New end users subscribing to the Company's Exchange Access Service, which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user.

### 3.2.3 End User Port Charge

- A. The End User Port (EUP\_ Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk.

### 3.2.4 Billing Name and Address Service

- A. Billing name and address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.
- B. BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including market activity such as market surveys or direct marketing by mail or telephone.
- C. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.
- D. BNA Service is provided on a manual basis. The requested information will be provided by fax or by mail as appropriate.
- E. BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.
1. A request for BNA should be mailed or faxed to the Company. The Company will provide the response by fax or by first class U.S. Mail within ten (10) business days.
  2. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
  3. The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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### 3.2.5 Obligations of the Customer

- A. With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- C. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases, or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D. When the Customer orders BNA Service for both interstate and intrastate messages and where the recorded message detail is not sufficient to determine the jurisdiction, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100- projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

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- E. Effective on the first of January, April, July, and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be an even 50/50 split.
- F. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

#### 3.2.6 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, and for establishment of a Master List for a Customer.
- B. A charge applies for each request for BNA information for a telephone number provided on a manual basis.
- C. The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.
- D. When a Customer cancels an order for BNA Service after the order date, the Service establishment Charge applies.

**4. Rates****4.1 Access Service**4.1.1 Service Orders

		<u>Nonrecurring</u>	<u>Monthly</u>
A.	Service Implementation		
	1. Access Order Charge Per Access Request	ICB	
	2. Installation Charge Per Trunk	ICB	
	Additional trunk	ICB	
B.	Service Date Change - Per Access Order	ICB	
C.	Design Change - Per Access Order	ICB	

4.1.2 Local Transport

		<u>Nonrecurring</u>	<u>Monthly</u>
A.	<u>Entrance Facility</u>		
	1. - Per Point of Termination	ICB	ICB
	2. Installation Charge	ICB	

4.1.3 Common Line

- A. The Company's Common Line rates, which include Common Switched Transport, are the same as the tariffed rates for the Common Line service elements of the ILEC in the service area in which Nexus provides service.

4.1.4 End User Common Line

- A. The End User Common Line (EUCL) Charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk.
- B. The Company's EUCL is an amount equal to the tariffed rate of the ILEC where the Company provides service.
- C. ISDN BRI lines will be charged the non-primary residential line rate, and ISDN PRI lines will be charged 5 times the multiline business rate.

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#### 4.1.5 Reference of Switched Transport Rates

- A. Switched Transport includes Tandem Switched Transport-Termination, per Minute; Tandem Switched Transport—Facility, per Minute, per Mile; Tandem Switching per Minute; and Transport Multiplexing, per Minute.
- B. The rates in this Tariff for Switched Transport are referenced to the applicable current rates of the Incumbent Local Exchange Carrier (“ILEC”) for the area in which Nexus provides service, which includes, but is not limited to, Section 6 of BellSouth Tariff F.C.C. No. 1, Section 6 of Verizon Tariff F.C.C. No. 1, Section 31 of Verizon Tariff F.C.C. No. 11, Section 4 of Verizon Tariff F.C.C. No. 14, Section 6 of Verizon Tariff F.C.C. No. 16, Section 6 of Ameritech Tariff F.C.C. No. 2, Section 6 of PacBell Tariff F.C.C. Tariff No. 1, Section 6 of Southwestern Bell Telephone Tariff F.C.C. No. 73, Section 6 of Nevada Bell Tariff F.C.C. No. 1, and Section 6 of Qwest Tariff F.C.C. No. 1. For purposes of reference, “current rate” shall mean the tariffed rate in effect at the time the service is provided by the Company.
- C. The Company’s switched access rates, as based on the rates charge by the incumbent local exchange carrier, comport with Section 61.26(b) of the Federal Communications Commission’s (“FCC’s”) rules respecting interstate switched access charges for competitive local exchange carriers.
- D. References to the Incumbent’s tariff are to the applicable specific section at the time of filing of the respective original or most recent revised page in this tariff. In the event the referenced section numbers in the ILEC’s F.C.C. tariff is changed, and a revised reference has not been filed herein, the rate provided for under the revised section shall apply notwithstanding the change in section number, including change of authority due to an acquisition by and /or merger with another provider.

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#### 4.1.6 Reference of End Office Switching Rates

- A. End Office Switching includes Interconnection Charge per Minute; End Office Trunk Port per Minute; Local Switching; Host Remote Transport Termination per Minute; Host Remote Transport Facility per min/mile; Host Remote Mux per Minute; Host Remote Trunk Port per Minute; Host Remote Information Surcharge per Minute.
- B. The rates in this Tariff for End Office Switching are referenced to the applicable current rates of the Incumbent Local Exchange Carrier (“ILEC”) for the area in which Nexus provides service, which includes, but is not limited to, Section 6 of BellSouth Tariff F.C.C. No. 1, Section 6 of Verizon Tariff F.C.C. No. 1, Section 31 of Verizon Tariff F.C.C. No. 11, Section 4 of Verizon Tariff F.C.C. No. 14, Section 6 of Verizon Tariff F.C.C. No. 16, Section 6 of Ameritech Tariff F.C.C. No. 2, Section 6 of PacBell Tariff F.C.C. Tariff No. 1, Section 6 of Southwestern Bell Telephone Tariff F.C.C. No. 73, Section 6 of Nevada Bell Tariff F.C.C. No. 1, and Section 6 of Qwest Tariff F.C.C. No. 1. For purposes of reference, “current rate” shall mean the tariffed rate in effect at the time the service is provided by the Company.
- C. The Company’s switched access rates, as based on the rates charged by the incumbent local exchange carrier, comport with Section 61.26(b) of the Federal Communications Commission’s (“FCC’s”) rules respecting interstate switched access charges for competitive local exchange carriers.
- D. References to the Incumbent’s tariff are to the applicable specific section at the time of filing of the respective original or most recent revised page in this tariff. In the event the referenced section numbers in the ILEC’s F.C.C. tariff is changed, and a revised reference has not been filed herein, the rate provided for under the revised section shall apply notwithstanding the change in section number, including change of authority due to an acquisition by and /or merger with another provider.

## 4.1.7 8XX Data Base Access Service

- A. 8XX Data Base Access Service includes customer identification and delivery charge on a per-query basis.
- B. The rates in this Tariff for 8XX Data Based Access Service are referenced to the applicable current rates of the Incumbent Local Exchange Carrier (“ILEC”) for the area in which Nexus provides service, which includes, but is not limited to, Section 6 of BellSouth Tariff F.C.C. No. 1, Section 6 of Verizon Tariff F.C.C. No. 1, Section 31 of Verizon Tariff F.C.C. No. 11, Section 4 of Verizon Tariff F.C.C. No. 14, Section 6 of Verizon Tariff F.C.C. No. 16, Section 6 of Ameritech Tariff F.C.C. No. 2, Section 6 of PacBell Tariff F.C.C. Tariff No. 1, Section 6 of Southwestern Bell Telephone Tariff F.C.C. No. 73, Section 6 of Nevada Bell Tariff F.C.C. No. 1, and Section 6 of Qwest Tariff F.C.C. No. 1. For purposes of reference, “current rate” shall mean the tariffed rate in effect at the time the service is provided by the Company.
- C. The Company’s switched access rates, as based on the rates charged by the incumbent local exchange carrier, comport with Section 61.26(b) of the Federal Communications Commission’s (“FCC’s”) rules respecting interstate switched access charges for competitive local exchange carriers.
- D. References to the Incumbent’s tariff are to the applicable specific section at the time of filing of the respective original or most recent revised page in this tariff. In the event the referenced section numbers in the ILEC’s F.C.C. tariff is changed, and a revised reference has not been filed herein, the rate provided for under the revised section shall apply notwithstanding the change in section number, including change of authority due to an acquisition by and /or merger with another provider.

## 4.1.8 Switched Access Optional Features

- A. *All Optional Features are offered on an Individual Case Basis (ICB).*

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**4.2 Miscellaneous Services**

	<u>Rate</u>
4.2.1 Presubscription	
A. Primary Residential or Single Line Business	\$0.00
B. Non-Primary Residential	\$0.00
C. Multi-Line Business	\$4.31
4.2.2 PIC Change Charge	
A. Nonrecurring Charge per Change	\$5.00
4.2.3 Payphone Surcharge	
A. Surcharge, per call	\$0.30
4.2.4 BNA	
A. monthly charge up to 75 requests	ICB
B. Per request in excess of 75 Per month	ICB
4.2.5 End User Port Charge	
A. ISDN BRI	\$2.44
B. ISDN PRI	\$14.00

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## 4.2.6 Local Number Portability Query Charge

- |    |                                    |         |
|----|------------------------------------|---------|
| A. | LNP Query – Tandem (per query)     | \$0.012 |
| B. | LNP Query – End Office (per query) | \$0.012 |

## 4.2.7 LNP End User Surcharge

## A. Business

- |    |                              |        |
|----|------------------------------|--------|
| 1. | Basic, per line, per month   | \$0.35 |
| 2. | ISDN-PRI, per T-1, per month | \$1.75 |
| 3. | PBX, per trunk, per month    | \$3.15 |

## C. Residential

1. The Company's residential LNP End User Surcharge is an amount equal to the tariffed rate of the ILEC where the Company provides service.