

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

**Lucre, Inc.**

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

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Issued: July, 24 2012

Effective: July, 25 2012

R. Steven Hale, President/CEO  
Lucre, Inc.  
4011 Plainfield Avenue  
Grand Rapids, MI 49525

## ACCESS SERVICE

## CHECK SHEET

Title Page and Pages 1 through 92 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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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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SYMBOLS

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

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## ACCESS SERVICE

ABBREVIATIONS

ANI	Automatic Number Identification
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CL	Common Line
DA	Directory Assistance
DS	Digital Standard
EF	Entrance Facility
ESS	Electronic Switching System
EU	End User
EUP	End User Port
FCC	Federal Communications Commission
FG	Feature Group

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## ACCESS SERVICE

EXPLANATION OF ABBREVIATIONS (Cont'd)

IC	Interexchange Carrier
ICP	Inter-Network Customer Port
LATA	Local Access & Transport Area
LA	Lifeline Assistance
MPB	Meet Point Billing MTS
	Message Toll Service
NRC	Nonrecurring Charge
POT	Point of Termination
RCC	Rural Health Care Corp.
SLC	Schools & Libraries Corp.
USF	Universal Service Fund
USAC	Universal Service Administrative Co.
VG	Voice Grade
WATS	Wide Area Telephone Service
WSO	WATS Service Office

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DEFINITIONS

Access: The ability to enter or exit a local exchange network in order to complete an interstate communication. A connection between a Customer Premises and the Customer Designated Premises of an interexchange carrier for the transmission of communication information.

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

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

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

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: Lucre, Inc., the issuer of this tariff, a competitive local exchange carrier.

Commission: Federal Communications Commission.

Constructive Order : In the absence of an ASR or other written order, any delivery of calls to or acceptance of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection of an IXC by an End User as the End User's PIC constitutes a Constructive Order for switched access by the IXC.

Customer: Any person, firm, partnership, corporation or other entity, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. Customers may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, and Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

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ACCESS SERVICEDEFINITIONS (Cont'd)

Customer Designated Premises (CDP): A location designated by the Customer for the purposes of connecting to the Company's services.

End User : Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which uses the service of the Company under the terms and conditions of this tariff. The End User may be, but need not be, the customer of an Interexchange Carrier as well as a Customer of the Company. End Users may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

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**ACCESS SERVICE****DEFINITIONS (Cont'd)**

End User Premises: The premises specified by the Customer or End User for the purposes of connecting to the Company's services. End User Premises may include space where the Customer or End User has collocated equipment within the Company's central office or carrier hotel.

Exchange: The geographic area established by the Company and approved by the regulatory commission for the provision of local telecommunications services.

FCC: Federal Communications Commission

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

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

Interexchange Carrier: A carrier engaged in the provision of intrastate, interstate or international telecommunications services.

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DEFINITIONS (Cont'd)

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone calls without incurring a toll charge.

Meet Point: A point designated by two Exchange Carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

Network: The Company's fiber optics based facilities and/or purchased facilities as part of an interconnection agreement.

Nonrecurring Charge: A one-time charge, generally applied to activities associated with the establishment of service, construction, rearrangements, and/or optional features and functions.

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ACCESS SERVICEDEFINITIONS (Cont'd)

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Traffic that is initiated by a customer in one local exchange maintained by the Company, and that is bound for an NPA-NXX associated with another exchange.

Pay Telephone: The term denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call, or (4) calling collect.

Payphone Service Provider: The term denotes an entity that provides pay telephone service, which is the provision of public, semi public or inmate pay telephone service.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied by a Customer, End User or authorized user in a building or buildings or contiguous property not separated by a public right of way. End User Premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

Presubscription: An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Recurring Charges: Monthly charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

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## ACCESS SERVICE

DEFINITIONS (Cont'd)

Service Order: A written request for Access Services initiated by the Customer to the Company in the format devised by the Company. It is sometimes referred to as an Access Service request (ASR). The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties set forth herein pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date.

Subscriber Line Charge (SLC): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee.

Switched Access Service: Where originating or terminating access between an End User and an Interexchange Carrier is provided via common facilities, circuits or channels provided by a local exchange carrier.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Traffic that is delivered to an NPA-NXX associated with a Company exchange, and that originates from another exchange. Terminating Access traffic may include long distance voice telephone calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

Wire Center: A building in which the Company's switching center is located for the purpose of providing service.

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ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

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

Ameritech Operating Companies  
AT&T Corp.  
Four AT&T Plaza  
Dallas, TX 75202  
Tariff FCC No. 2

NECA technical publication—PUB AS No. 1, Issue II Access Service  
Issued May 1994

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

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

The following technical publications are referenced in this tariff  
and may be obtained from Telcordia Technologies (at the address noted above):

ANSI T1.107a

TR-NWT-000334 Issue 2 Voice Grade Switched Access Service  
Transmission Parameter Limits and Interface Codes  
Issued Sept. 1990

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REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS (Cont'd)

The following technical publications are referenced in this tariff and may be obtained from the Ordering & Billing Forum (OBF), 1200 G Street, NW, Suite 500, Washington, DC 20005.

Multiple Exchange Carrier Access Billing (MECAB) Guidelines

Issued: Dec. 1990

Small Exchange Carrier Access Billing (SECAB) Guidelines

Issued Nov. 1994

The following rule parts are noted in this tariff and are available from the U.S. Government Printing Office, Superintendent of Documents, 710 North Capitol Street, Washington, DC 20402:

47 C.F.R. Part 64

47 C.F.R. Part 68

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## ACCESS SERVICE

### 1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of interstate access service (hereinafter Services) within all serving areas of Lucre, Inc.
- 1.2 Services provided to customers of Lucre, Inc., (hereinafter the "Company,") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.
- 1.3 Services provided to Customers of the Company will be provided subject to availability of equipment and facilities. In the event the required service or services cannot be provisioned, the Company will so advise the Customer in writing.

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ACCESS SERVICE2. GENERAL REGULATIONS2.1 Undertaking of the Company

## 2.1.1 Scope

The Company undertakes to provide Service(s) and the furnishing of interstate transmission of information originating and terminating in all of the Company's service areas, subject to the availability of necessary facilities.

## 2.1.2 Terms and Conditions

- 2.1.2.1 Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.2.2 End User Customers are required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (section 3) of this tariff. However, the failure to enter into a written or oral service agreement will not eliminate any payment obligation, or any other customer, whether or not an application for service or ASR has been executed or submitted.
- 2.1.2.3 For End User services, at the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the ten-current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the End User Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination.
- 2.1.2.4 For Interexchange Carrier Customers, services will commence at the time the Interexchange Carrier receives traffic from, or delivers traffic to the Company. Service will continue for as long as the Interexchange carrier receives traffic from or delivers traffic to the Company.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

- 2.1.2.5 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.
- 2.1.2.6 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.
- 2.1.2.7 Service may be terminated on written notice to the Customer if the Customer is using the service in violation of the tariff or the Customer is using the service in violation of the law.
- 2.1.2.8 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Limitations

## 2.1.3.1 Assignment or Transfer of Services

2.1.3.1 The Customer may assign or transfer the use of Service(s) provided under this Tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to another Customer, whether an individual, partnership, association or corporation provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and any termination liability applicable to such Service(s).

(A) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

(B) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.1.3.2 Interexchange Carrier Customers may not transfer services without the permission of the Company.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Limitations (Cont'd)

## 2.1.3.2 Provisioning Sequence

The services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the Customer's Access Service Request (ASR). ASRs must contain all the required information for each respective service so delineated in other sections of this tariff. The Customer's ASRs will not be deemed to have been received until such information is provided. In cases of Constructive Orders by End User or Interexchange Carrier Customers, the Company will provision service on a first-come, first-serve basis.

## 2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Limitations (Cont'd)

## 2.1.3.4 Liability

- 2.1.3.4.1 The liability of the Company for damages arising out of the furnishing of its 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 failure to furnish the service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the 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 Customer as a result of any Company service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.2 The Company shall not be liable for any delay or, failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.3.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.3 Limitations (Cont'd)

## 2.1.3.4 Liability (Cont'd)

2.1.3.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Provision of Equipment and Facilities

2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this tariff and subject to the availability of services from other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

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

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Provision of Equipment and Facilities (Cont'd)

- 2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- 2.1.4.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.4.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Provision of Equipment and Facilities (Cont'd)

## 2.1.4.6 (Cont'd)

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

## 2.1.5 Equipment or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

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

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.5 Equipment or Facilities (Cont'd)

- 2.1.5.3 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-furnished equipment or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable notification to the Customer in writing. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.
- 2.1.5.4 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.5.5 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.5 Equipment or Facilities (Cont'd)

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

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

## 2.1.6 Notification of Service-Affecting Activities

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

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.7 Non-routine Installation

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

## 2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilize in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

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2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for the following:

2.2.1.1 Ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;

2.2.1.2 The Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;

2.2.1.3 Customers who intend to use the Company's offerings for resale and/or for shared use may be required to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, guidelines and decisions;

2.2.1.4 Payment of all applicable charges pursuant to this Tariff;

2.2.1.5 Damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;

2.2.1.6 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 premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer (Cont'd)

## 2.2.1 The Customer shall be responsible for the following: (Cont'd)

2.2.1.7 Where applicable, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;

2.2.1.8 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the 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's 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;

2.2.1.9 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 under this Tariff and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer (Cont'd)

## 2.2.1 The Customer shall be responsible for the following: (Cont'd)

2.2.1.10 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

2.2.1.11 Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:

- Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
- Causes damage to Company facilities;
- Interferes with the privacy of communications;
- Creates a hazard to the Company's employees or the public; or
- Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

2.2.1.12 The Customer shall be fully liable for payment of all applicable rates, charges and fees for any service provided by the Company, if it takes service provided by the Company, whether or not an application for service or ASR has been executed or submitted.

2.2.1.13 A Customer that uses access services provided by the Company is responsible for the payment of all applicable charges pursuant to this tariff whether the Customer receives Switched Access Services through a direct connection with the Company or through a connection with a third-party.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer (Cont'd)

## 2.2.2 Claims

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

- (a) any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, 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
- (b) 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 Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Customer Equipment and Channels

## 2.3.1 General

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

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.3 Customer Equipment and Channels (Cont'd)

## 2.3.2 Terminal Equipment

2.3.2.1 Terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

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

## 2.3.3 Interconnection of Facilities

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

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2. GENERAL REGULATIONS (Cont'd)2.3 Customer Equipment and Channels (Cont'd)

## 2.3.3 Interconnection of Facilities (Cont'd)

2.3.3.2 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.3.3 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.3.3.4 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.3 Customer Equipment and Channels (Cont'd)

## 2.3.4 Inspections

- 2.3.4.1 Upon 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 set forth above for the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.3.4.2 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.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

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

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements

## 2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period.

The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. All bills are due 31 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)

## 2.4.2 Billing and Collection of Charges

- 2.4.2.1 Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.4.2.2 Failure of the Company to render a bill does not relieve the Customer from payment.
- 2.4.2.3 The Company shall present invoices for Recurring charges monthly to the Customer. Business and residential End User Customers will be billed in advance of the month in which services is provided.
- 2.4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after invoice date.
- 2.4.2.5 For non-measured service, 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-rated basis with every month considered to have 30 days.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.2 Billing and Collection Charges (Cont'd)

- 2.4.2.6 Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past dues balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. 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.
- 2.4.2.7 In addition to other penalties or fees, the Customer will be assessed a charge of \$25.00 for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- 2.4.2.8 If service is disconnected by the Company in accordance with Section 2.4.6 following, and later restored, restoration of service will be subject to all applicable reconnection or reestablishment charges.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.3 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 equal to the non-recurring charge(s) and one month's charges for the Service or facility. 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.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.4 Deposits

- 2.4.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff.
- 2.4.4.2 A deposit may be required in addition to an advance payment.
- 2.4.4.3 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.
- 2.4.4.4 Interest on deposits will be due to the Customer at the same percentage rates as set forth in 2.4.2.6 preceding.
- 2.4.4.5 Such a deposit will be refunded or credited to the Customer's account, at the Company's discretion, after a one year, prompt-payment record is established.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.5 Disputed Bills

2.4.5.1 All bills are presumed accurate, and shall be binding on the Customer.

2.4.5.2 If the Customer believes a bill contains errors, the Customer may provide the Company with a written notice of the charges it wishes to dispute.

(A) Such written notice must be postmarked with 35 days after the bill in question has been mailed or otherwise rendered per the Company's normal course of business.

(B) The written notice must be sent to the Company at the following address:

Lucre, Inc.  
4011 Plainfield Avenue  
Grand Rapids, MI 49525

The written notice must be sent by U.S. Certified mail or overnight mail only. Telephone calls or e-mail transmissions will not be recognized as valid written notice.

(C) For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

(D) Customer must provide full and timely payment of all charges not specifically disputed in the written notice.

(E) Late charges will be assessed on any billed amounts that are withheld, whether or not they are subject to dispute per this provision.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.5 Disputed Bills (Cont'd)

2.4.5.3 The Company will be the sole arbiter of the dispute, and will determine whether the disputed amounts are valid or invalid, at its sole discretion.

- (A) If the Company determines that the dispute has merit, it will provide the Customer with a full credit for all amounts billed in error, including late fees. Such credits will be applied to the Customer's bill within two normal billing cycles after the written notice is postmarked. If the Customer has cancelled service following the dispute, and the Company determines that the dispute has merit, the Company will issue a refund to the Customer.
- (B) If the Company determines that the dispute does not have merit, it will use its best efforts to so advise the Customer in writing within 60 days of receiving the written notice. In any event, if the Company does not issue such written statement to the Customer within the 60 day period, the dispute will be deemed to be denied on the 61<sup>st</sup> day after the postmarked date of the written dispute notice.
- (C) All credits or refunds provided by the Company pursuant to this Disputed Bills Section, and accepted by the Customer, are final and constitute full satisfaction for all of the Customer's claims for the billing period for which the credit or refund was issued.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.6 Discontinuance of Service

- 2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.4.6.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during the period.
- 2.4.6.3 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.
- 2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.6.5 The Company may terminate service immediately and without notice if the Company determines that the service is causing harm to the Company's network or to the Services the Company is providing to other Customers.
- 2.4.6.6 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.7 Jurisdictional Reporting Requirements

- 2.4.7.1 The Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between interstate and intrastate jurisdictions. Updates to jurisdictional levels may be made by the Customer not more frequently than quarterly. When mixed interstate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions.
- 2.4.7.2 When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the projected interstate percentage or authorize the Company to use the Company-developed percentage. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (intrastate usage percentage = 100 - interstate percentage).
- 2.4.7.3 Unless otherwise agreed to in writing, the Company will rely exclusively on Customer's estimates of the percentage of interstate and intrastate traffic. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate.
- 2.4.7.4 The Company reserves the right to conduct its own studies and projections to determine or verify the jurisdictional nature of the traffic.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.8 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

2.4.8.1 Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

2.4.8.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.4.8.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.8.4 The special charges described above will be calculated and applied on a case-by-case basis.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.9 Changes in Service Requested

2.4.9.1 If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

## 2.4.10 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. 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 provided.

2.4.10.1 For the services provided under this tariff, no credit shall be allowed for an interruption of less than 24 hours. The End User Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.10 Allowances for Interruptions in Service (Cont'd)

2.4.10.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by 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 the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to the premises.
- (d) 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.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.10 Allowances for Interruptions in Service (Cont'd)

## 2.4.10.3 Use of an Alternative Service Provided by the Company.

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 used.

## 2.4.10.4 Re-establishment of Service Following Fire, Flood, etc.

Non-recurring charges will apply for establishing Services at a new location on the same premises or for temporary Service at a different premises pending reestablishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

2.5 Access Billing

## 2.5.1 Title or Ownership Rights

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



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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.5 Access Billing (Cont'd)

## 2.5.2 Duration of Use Charges

- 2.5.2.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- 2.5.2.2 For originating calls usage measurement of access minutes beginning when the originating switch receives the first link supervisory signal forwarded from the Customer's point of termination, or when the SS7 message is sent from the service Switching Point to the Signal Transfer Point or when the end office receives the SS7 exit message from the tandem.
- 2.5.2.3 The measurement of originating usage ends when the originating first point of switching 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 first point of switching. Or, for originating calls with SS7 signaling, usage ends when the originating switch receives an SS7 release message indicating either originating or terminating End User has disconnected.
- 2.5.2.4 For terminating calls, the measurement of access minutes begins when the terminating switch receives answer supervision from the terminating user's end office, indicating that the terminating End User has answered.
- 2.5.2.5 The measurement of terminating call usage ends when the terminating 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 first point of switching. Or, for terminating calls with SS7 signaling, measurement ends when the entry switch receives or sends a release message, whichever occurs first.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.5 Access Billing (Cont'd)

## 2.5.3 Distance Charges

2.5.3.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.3.2 The airline distance between any two rate centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)2.5 Access Billing (Cont'd)

## 2.5.4 Suspension, Termination or Refusal of Service

- 2.5.4.1 Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.4.6) of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.
- 2.5.4.2 Suspension or termination of Service will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated on weekends, legal holidays or on days when the business office of the Company is not open for business.
- 2.5.4.3 When a Customer refuses to pay bills rendered or deposits requested (subject to exceptions shown in Section 2.4.6) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.
- 2.5.4.4 The Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned. Customers will have an appropriate opportunity to respond to such notice.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.5 Exceptions to Suspension, Termination or Refusal of Service

2.5.5.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) For nonpayment of billed amounts that are in dispute while an investigation of the dispute is being made by the Company (undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute);
- (b) For nonpayment of Service which has been billed but not rendered; or
- (c) For nonpayment of billed amounts for charges other than those for the Service.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)

## 2.6 Cancellation by Customer

## 2.6.1 General

2.6.1.1 Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.6.1.2 Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

## 2.6.2 Cancellation of Contract Services

2.6.2.1. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

- (A) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable service order for the balance of the then current term.

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ACCESS SERVICE2. GENERAL REGULATIONS (Cont'd)

## 2.6 Cancellation by Customer (Cont'd)

## 2.6.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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ACCESS SERVICE3. ACCESS ORDERING3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. An Access Service Request (ASR) is an order to provide the customer with Switched Access or Access Related Service, or to provide changes to existing access services.

A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from Customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

## 3.1.1 Service Installation

The Company will provide Access Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to Customers upon request and will be provided in a reasonable period of time.

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ACCESS SERVICE3. ACCESS ORDERING (Cont'd)3.1 General (Cont'd)

## 3.1.1 Service Installation (Cont'd)

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

## 3.1.2 Expedited Orders

When a Customer places an Access Service Request (ASR) and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date on an existing ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

## 3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

## 3.1.4 Constructive Ordering

The Customer may obtain service via Constructive Order. A Constructive Order is initiated when calls are delivered or accepted from any Customer of the Company over the Company's local exchange services. This constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection of an IXC by an End User as the End User's PIC constitutes a Constructive Order for switched access by the IXC.



## ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.2 Ordering Requirements

## 3.2.1 Switched Access Service

When ordering Switched Access Service, the following information shall be provided by the Customer:

- The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;
- Optional Features desired; and
- Projected percentage of jurisdictional use.

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## ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.3 Access Ordering Charges

## 3.3.1 Access Order Charge

An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable; or
- When a Company initiated network reconfiguration requires a customer's existing access service to be reconfigured.

An Access Order Charge will be applied on a per order basis.

## ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.3 Access Ordering Charges (Cont'd)

## 3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the increased amounts) rather than a change order.

## 3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier date or a later date which does not exceed 30 calendar days from the original Service date. The Customer may request a change of Service date on a pending Access Service Request prior to the Service date and if the Company can accommodate the change, a new Service date will be set and a service date change charge will apply.

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ACCESS SERVICE3. ACCESS ORDERING (Cont'd)3.3 Access Ordering Charges (Cont'd)

## 3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of CDP, first point of switching access channel type. Changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On Customer approval, a Design Change Charge would apply in addition to any other charges (e.g. service date change).

## 3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

## ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.3 Access Ordering Charges (Cont'd)

## 3.3.6 Cancellation of Access Order Charge

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 on which the Company receives written notice from the customer. When a Customer cancels an Access Service Request, a Cancellation Charge will apply as follows:

- (A) Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- (B) When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.
- (C) Any partial cancellation (e.g. cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an Access Service Request prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

## ACCESS SERVICE

4. SWITCHED ACCESS - CARRIER COMMON LINE ACCESS SERVICE4.1 General

The Carrier Common Line portion of Switched Access is associated with the local loop, drop and associated equipment from the end office switching center to the End User Customer. The Company will provide the use of Company common lines by a Customer for access to end users at rates and charges set forth in Section 9. Jurisdictional rates apply for originating, terminating and terminating only usage.

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

All Switched Access Service provided to the Customer will be subject to the Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

## 4.1.1 Rate Categories

Rate categories for Carrier Common Line are as follows:

Carrier Common Line Originating per Access Minute

Carrier Common Line Terminating per Access Minute The Company's rates for Carrier Common Line Access Service assessed to interexchange carriers are included within the Interstate Switched Access Service rate element described in Section 6.1.1, following. The rate for the Company's Interstate Switched Access Service is found in Section 9.2, following.

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ACCESS SERVICE5. SWITCHED ACCESS – END USER ACCESS CHARGES

## 5.1 General

The Company will provide End User Access Service to End Users who obtain local exchange service from the Company under its local exchange tariff. This service is known as an End User Common Line (“EUCL”). An EUCL charge applies to each single-line residence and each multi-party line service as if the Customer had subscribed to single-line service. Similarly, when an End User is provided single business exchange service, multiparty and Centrex services, the EUCL charge applies to each individual line or trunk. In the case of multiparty service, each party is deemed to be a user of an EUCL.

When an End User is provided with a local residence exchange services, the EUCL may be reduced for End Users eligible for the telephone lifeline assistance plan as approved by the FCC.

End User fees or surcharges may be assessed on Payphone Service Providers, multi-line Businesses, and single line business and residential Customers, when appropriate, to meet funding requirements called for in Universal service programs ordered in the FCC’s Rules and Regulations and implemented in Michigan. These programs include Lifeline Assistance, Link-up Assistance, Schools and Libraries funding and Rural Health Care.

## 5.1.1 Rate Categories

The rate categories will be determined by regulatory rules, but may include any of the following or another method as determined by the FCC:

- Rate per End User line;
- Rate per access minute; or
- Surcharge per line or Surcharge on revenues.

## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE6.1 General

Switched Access Service provides for the use of common switching, terminating, and trunking facilities between a Customer Designated Premises and an End User's Premises for originating and terminating traffic. The Company provides Feature Group D Switched Access (Equal Access) service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable an interexchange carrier Customer to provide message toll service (MTS), wide area telephone service (WATS), directory information and 1+, or when required an access code of 1010 XXXX, services.

## 6.1.1 Rate Categories

Certain of the rate elements included within the Company's offering of Switched Access Services are included within the single rate for Interstate Switched Access Service. The Company's Interstate Switched Access Service rate elements include, but are not limited to, the following rate elements or their functional equivalent if applicable: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination (fixed); tandem switch transport facility (per mile); and tandem switching.

Rate categories and descriptions include the following:

## 6.1.1.1 Local Transport

Tandem Switched Facility ("TSF"): Charge recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The TSF rate specified in Section 9 is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.



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ACCESS SERVICE6. SWITCHED ACCESS SERVICE (Cont'd)6.1 General (Cont'd)

## 6.1.1 Rate Categories (Cont'd)

## 6.1.1.1 Local Transport (Cont'd)

Tandem Switched Terminating ("TST"): Charge recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the TSF. The TST rate specified in Section 9 is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of the TSF (e.g., at the end office, Feature Group A dial tone office, host office and the access tandem). Then the TSF mileage is zero, neither the TSF rate nor the TST rate will apply.

6.1.1.2 End Office/Local Switching: Charges related to the Company local end office switching entity which routes traffic to and from End Users to Interexchange Carrier Customers. The end office rate category includes two elements: Local Switching per Access Minute of Use, and an Information/Intercept Surcharge per information call use as determined by the serving arrangement.

6.1.1.2 Information Surcharge: This charge is assessed to a Customer based on the total number of access minutes and is specified in Section 9. The Information Surcharge does not apply to Feature Group B and D Switched Access services associated with Wireless Switching Centers ("WCSs") directly interconnected to a Company access tandem office.

6.1.1.3 800 Database Query: When a 1+800 series + NXX-XXXX call is originated by an End User, the Company will query an 800 database 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 destination. A charge applied for each completed query that is returned from the 800 database identifying the Customer to whom the call will be delivered, whether or not the actual call is delivered to the Customer.

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ACCESS SERVICE6. SWITCHED ACCESS SERVICE (Cont'd)6.2 Switched Access Service Specifications – Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

## 6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally, service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally, protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

## 6.2.2 Transmission Specifications

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

## 6.2.3 Provision of Service Performance Plan

Service Performance data relative to end-to-end call completion and related performance items may be made available to the Customer subject to availability and format on a previously arranged and scheduled basis. Such information will generally be provided in paper format. If other than paper format is desired, charges may apply and would be based on an individual case basis. Trunk Group Measurement reports in the form of CCS, peg count and overflow based on previously agreed to intervals may also be provided.

## 6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

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ACCESS SERVICE6. SWITCHED ACCESS SERVICE (Cont'd)6.3 Switched Access Specifications – Customer Requirements

The provision of Switched Access Service has certain obligations of the Customer in addition to those set forth in Section 2 preceding. They are as follows:

## 6.3.1 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- 6.3.1.1 Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- 6.3.1.2 Code Screening Reports – are required when Customer orders service class routing, trunk access limitation or call gapping arrangements. The Customer must report the number of trunks and/or appropriate codes to be instituted in each end office for each of the arrangements ordered.
- 6.3.1.3 Trunk Group Measurement Reports – with the agreement of the Customer, trunk group data in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible will be made available to the Company. These data which will be used to monitor trunk group utilization and service performance, will be based on previously arranged intervals and format.
- 6.3.1.4 Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

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## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)6.4 800 Database Service

800 Database Service is provided with switched access service. When a 1+ (e.g. 800, 888, or other toll free number) + NXX + XXXX call is originated by an End User, the Company will utilize the Signalling System 7 (SS7) network to query an 800 Database to perform the identification function. The call will then be routed to the identified customer over switched access. The manner in which 800 Database Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- When 800 Database 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 800 Database Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code 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 the following are in addition to those charges applicable for switched access service.

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## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)6.5 Rate Regulations

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

## 6.5.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

## 6.5.1.1 Minimum Monthly Charge

Switched Access Service is provided subject to a minimum monthly charge for the total capacity provided. The charge shall be calculated based on the sum of the recurring charges of rate elements associated with services ordered, based on a 30-day month.

## 6.5.2 Special Construction

Subject to FCC regulations and approval, the Company may, where certain Access Services or arrangements are required to meet Customer requirements, utilize rates based on an Individual Case Basis ("ICB"), as reflected in Section 2 – Special Construction.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non recurring, recurring and/or special, terminating costs or combinations thereof.

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription; Verification of Orders for Long Distance. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.

7.2.3 New Services

New services not previously offered under this tariff will be provided initially on an individual case basis in conformance with FCC rules.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

## 7.2.4 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employees scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

## 7.2.5 Presubscription

Presubscription is the process by which an end user Customer may select and designate to the Company an interexchange carrier (IXC) for the provision of interstate toll service. This IC is referred to as the end user's pre-designated IXC.

New End Users will be asked to presubscribed to an IXC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.

- Designate a primary IXC for all its lines, or
- Designate a different IXC for each of its lines.

Only one IXC may be selected for each individual line or lines terminating in the same hunt group. Subsequent to the installation of telephone Exchange Service and after the End User to an IXC based, for any change in selection, a non-recurring charge applies.

If the new End User fails designate an IXC as its predesignated IXC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the End User to an IXC based upon current IXC presubscription ratios, (2) require the End User to dial an access code (101XXXX) for all interstate calls, or (3) block the End User from interstate calling. The End User will be notified which option will be applied if they fail to presubscribed to an IXC. An allocated or blocked End User may designate another, or initial, IXC one time at no charge, if it is requested within six (6) months after the installation of Telephone Exchange Service.

For any change in selection after 6 months from the installation of Telephone Exchange Service, a non-recurring charge applies.

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## ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.5 Presubscription (Cont'd)

If an IXC elects to change or discontinue use of a Carrier Identification Code ("CIC"), the IXC will identify to the Company any affected End Users and advise the Company of the new CIC to be assigned to these End Users. If the CIC change involves a change of carrier for any End Users, the IXC will notify the affected End Users of the change. The Company will change the predesignated carrier code for each End User identified by the IXC to the new CIC and bill the IXC the non-recurring charge for each End User line or trunk that is changed.

A Customer may initiate a presubscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to aid the Customer in the selection process. The change of any IXC is subject to the appropriate non-recurring charge.

If an IXC request a primary interexchange carrier (PIC) change on behalf of a billed party with the appropriate authorization and the Customer advises the Company the authorization is denied and the IXC is unable to substantiate the change, the Customer will be reassigned to its previously selected IXC if a change has already taken place and the IXC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC change charge.



## ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.6 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises and trouble is found to be with Customer facilities or equipment.

## 7.2.7 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such services or arrangements meet the following:

- the service(s) or arrangement(s) are not offered under other sections of the tariff,
- the service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices,
- the offering is subject to the availability of Company personnel and capital resources.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.8 Blocking Service

## 7.2.8.1 International Blocking Service

The Company will provide International Blocking Service to customers who obtain Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international calls that use the call sequence of 011+ or appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked calls to a recorded message.

An International Blocking Service charge as set forth in Section 9 following is applicable for each new or existing exchange line or trunk or Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Switched Access line at the same time that it is disconnected.

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ACCESS SERVICE

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7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.8 Blocking Service (Cont'd)

## 7.2.8.2 900 Blocking Service

The Company will provide 900 Blocking Service to Customers who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed calls placed to a 900 number. When capable, the Company will route the blocked calls to a recorded message.

A Blocking Service charge as set forth in Section 9 following is applicable when ordered by the end user Customer except when such Customer establishes telephone service at a new number and for 60 days thereafter.

The Blocking Service charge is applied for each line for which 900 Blocking Service is added to remove. Requests by End User Customers to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.9 Originating Line Screening (OLS) Service

The Telephone Company will provide OLS Service to End User Customers who obtain local exchange service from the Company under its general or local exchange tariffs. OLS Service enables Customers to determine whether there are billing restrictions on lines from which a call is placed. OLS Service delivers a code on operator assisted calls made from an aggregator location to identify privately owned payphones, inmate and hotel/motel locations.

OLS Service is provided at no charge when ordered with the installation of new local exchange service. However, when OLS Service is added to existing exchange lines, an OLS Service charge is applied as set forth in Section 9. This charge is applied for each exchange line to which an OLS code is assigned. The Customer must specify the number of lines and each individual telephone number equipped.

A Miscellaneous Service Order Charge as set forth in Section 9 will apply to orders adding OLS Service that are placed subsequent to the initial installation of the associated exchange line. This charge does not apply when the OLS code is removed from an exchange line at the same time that it is disconnected.

At the request of the customer, the Company will confirm OLS codes associated with a line from which a call is placed.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.10 Subscriber Line Charge

The Company recovers some of the costs of the telephone line or trunk connected to the Customer's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The SLC is a monthly, flat-rated charge assessed to End Users for each local exchange service line or trunk. BRI lines are charged the multi-line business line rate, and PRI arrangements are charged the multiline business line rate times five (5).

## 7.2.11 Intra-Building Subscriber Line Charge

For Customers that collocate facilities in the Company's Central Office, an Intra-Building Subscriber Line Charge may apply on a monthly basis.

## 7.2.12 Local Number Portability ("LNP")

Local Number Portability ("LNP") allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number ("DN") when changing from one telecommunications carrier to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.13 LNP End User Surcharge

- 7.2.13.1 The Company will assess a monthly number-portability charge to End Users served by LNP-capable switches. The charge applied, for a period no longer than five years, to the Company End Users served by LNP-capable switches.
- 7.2.13.2 The monthly charge is assessed, as determined by the Company, to all End Users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:
  - (A) When a Customer is provided Integrated Services Digital Network-Primary Rate Interface PRI, or similar service that permits the provision of up to 24 voice-grade equivalent channels over a single T-1 facility, the LNP End User Surcharge is assessed per T-1 facility;
  - (B) When a Customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk;
  - (C) The LNP End User Surcharge is not assessed on Lifeline Customers.

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ACCESS SERVICE7. MISCELLANEOUS ACCESS SERVICE (Cont'd)7.2 Services Offered (Cont'd)

## 7.2.14 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on 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 assessing a surcharge applicable to all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html).

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ACCESS SERVICE

9. RATES AND CHARGES

9.1 General

Rates for service will include recurring charges for the rate elements, applicable non-recurring charges, miscellaneous charges, ICB charges or combinations of same and are identified herein.

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## ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)9.2 Switched Access Service9.2.1 Recurring Rates:Rate

(A) Local Switching, per MOU

\$0.003524

9.2.2 Nonrecurring ChargesCharges(A) Local Transport – Installation  
Per Entrance Facility

- Voice Grade Two-Wire

ICB

- Voice Grade Four-Wire

ICB

- High Capacity DS1

ICB

- High Capacity DS3

ICB

(B) Interim NXX Translation Per  
Order - Per LATA or Market Area

ICB

(C) Trunk Activation- Per 24 Trunks Converted or Fraction  
thereof on a Per Order Basis

ICB

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## ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)

9.2	<u>Switched Access Service (Cont'd)</u>	<u>Rate</u>
9.2.3	Network Blocking per Blocked Call	ICB
	<u>Applies to FGD only</u>	
9.2.4	<u>800 Data Base Access Service Queries</u>	
	Per Query	\$0.002304
	Carrier ID Only	\$0.001108
9.2.3	LNP Query Service	
	Per Query – Default (End Office or Tandem Office)	\$0.002002
	Per Query – LNP Database Access Query	\$0.001003

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## ACCESS SERVICE

9. Rates and Charges (Cont'd)9.3 Other Services9.3.1 Miscellaneous Services

	<u>Each Hour or Fraction Thereof</u>
(A) <u>Additional Cooperative Acceptance Testing - Switched Access</u>	
- Testing Period - Basic Time	ICB
- Testing Period - Overtime	ICB
- Testing Period - Premium Time	ICB
	<u>Nonrecurring Charge</u>
(B) <u>Presubscription/PIC Change</u>	\$5.00
(C) <u>Unauthorized PIC Change</u>	
- Residence/Business Per Telephone Exchange Service Line or Trunk	\$5.00
- Per Pay Telephone Exchange Service Line or Trunk	\$5.00
(D) <u>Blocking Service</u>	ICB
(E) <u>Originating Line Screening (OLS) Service</u>	ICB

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ACCESS SERVICE

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9. Rates and Charges (Cont'd)9.3 Other Services (Cont'd)9.3.1 Miscellaneous Services (Cont'd)

		Nonrecurring <u>Charge</u>
(G)	<u>Service Order Charge</u>	ICB
(H)	<u>Access Order Change Charge</u>	ICB
(I)	<u>Design Change Charge</u>	ICB
(J)	<u>Miscellaneous Service Order Charge</u>	ICB
(K)	<u>Cancellation of Access Order Charge</u>	ICB
(L)	<u>Maintenance of Service Charge</u>	ICB
(M)	<u>Additional Engineering On Labor Charge</u> (Each hour or fraction thereof)	ICB
(N)	<u>Testing</u> (Each hour or fraction thereof)	ICB
(O)	SLC	
		Monthly Charge
		Residential/ <u>Single</u> <u>Multi-Line</u>
		<u>Line Business</u> Business <u>(per line)</u>
	Individual line or trunk, each	\$6.50 \$ <u>9.50</u>
(Q)	LNP	ICB

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