

ACCESS SERVICES

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RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO INTERSTATE COMMUNICATIONS FACILITIES  
FURNISHED BY

**CALLERID4U, INC.**

93 S JACKSON STREET, STE. 38480  
SEATTLE, WA 98104  
(206) 792-9399

AND ITS CONCURRING CARRIERS BETWEEN  
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN.

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CONCURRING CARRIERS

None

NON-CONCURRING CARRIERS

None

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

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

EXPLANATION OF SYMBOLS

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

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DEFINITIONS

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**Section 1 -- DEFINITIONS**

Certain terms used generally throughout this tariff are described below.

**Advance Payment**

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

**Access Minutes**

Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

**Access Services**

Includes all services and facilities provided by the Company for the origination or termination of any interstate or foreign telecommunications or other communications services that have the ability to reach the public switched telephone network regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology.

**Call**

A Customer attempt for which the complete address code is provided to the service switch.

**Carrier or Common Carrier**

Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

**Carrier Common Line**

Where separately invoiced, Carrier Common Line access provides for the use of the Exchange Carrier common lines by interexchange carriers (Customers) for access to the end user.

**Carrier or Common Carrier**

See Interexchange Carrier

**Commission**

The Federal Communications Commission (FCC)

**Common Channel Signaling**

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

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**Section 1 – DEFINITIONS (Cont'd)****Company or CALLERID4U, INC. ("CallerID4U")**

The issuer of this tariff, and its concurring subsidiaries.

**Customer**

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia.

**End Office Common Trunk Port**

Where separately invoiced, provides for termination or origination services at the switch for common transport trunks.

**End User or User**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

**Exchange**

A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities**

Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, switching equipment, etc., utilized to provide the services offered under this tariff.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**

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

**Interstate Communications**

Any communications with that crosses over a state boundary. Interstate communications includes interstate and international communications.

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**Section 1 – DEFINITIONS (Cont'd)****Intrastate Access Service**

Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**LATA**

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

**Local Calling Area**

A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

**Network**

Refers to the Company's facilities, equipment, and services provided under this Tariff.

**On-net**

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

**PIC**

The term "Primary Interexchange Carrier" (PIC) denotes the Interexchange Carrier (IC) of choice as designated by an end user for business or residential service or a location provider for a pay telephone.

**Point of Termination**

The point of demarcation within a customer-designated premise 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 facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Query**

The term "Query" denotes the inquiry to a Company database to obtain information, processing instructions or service data.

**Recurring Charge**

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

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## Section 1 – DEFINITIONS (Cont'd)

**Service Order**

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Serving Wire Center**

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

**Switch**

A mechanical, electrical or electronic device which opens or closes circuits, completes or breaks an electrical path, or selects a path or circuits for routing of access services as defined herein.

**Toll VoIP-PSTN Traffic**

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing (TDM) format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

**Transmission Path**

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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**ACCESS SERVICES**

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## Section 1 – DEFINITIONS (Cont'd)

**Transport Facility**

Where separately invoiced, provides for the transmission of calls between the Customer designated premises and the switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication.

**Transport Interconnection**

Where separately invoiced, recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing or dedicated signaling (i.e. SS7) rates. This rate applies to both Tandem Switched and Direct Trunked Access Minutes. The rate is applied at the Company switch.

**Transport Termination**

Where separately invoiced, provides for the line or trunk side arrangements that terminate the Local Transport facilities on the Company switch(s).

**Trunk**

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

**Toll Free**

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

**Unauthorized PIC Change**

The term "Unauthorized PIC Change" denotes an end user or location provider whose selected PIC was changed and the IC is unable to produce the signed end user or location provider Letter of Authorization (LOA) to the Company for the resolution of the PIC dispute.

**Universal Emergency Telephone Number (911) Service**

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

**Wire Center**

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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SECTION 1 - APPLICATION

This tariff contains regulations, rates and charges applicable to the provision of interstate access services by CALLERID4U, INC. to its Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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REGULATIONS

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

**2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

**2.1.3 Terms and Conditions**

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be end to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the United States regardless of its choice of laws provision.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability**

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.16.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.16, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;
  - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)****D) (Cont'd)**

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Limitations on Liability (Cont'd)**

- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J) The Company will make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with other Local Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Company services used by the Customer.

**2.1.5 Provision of Equipment and Facilities**

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**2.2 Prohibited Uses**

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**2.3 Services Provided by Other Carriers**

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.4 Obligations of the Customer**

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

- a) reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- b) the expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities;
- c) providing at no charge, as specified from time to time by the Company, any needed personnel, access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- d) obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order (if required) for service;
- e) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

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**SECTION 2 - REGULATIONS (Cont'd)****2.4 Obligations of the Customer (Cont'd)**

- f) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

**2.4.1 Jurisdictional Report Requirements**

- A) Customer must state percentage of interstate traffic (PIU) on a quarterly basis at the beginning of each calendar month, in advance.
- B) Customer must state percentage of Toll VoIP-PSTN Traffic (PVU) on a quarterly basis at the beginning of each calendar quarter, in advance for both interstate and intrastate jurisdictions.
- C) Customer must state percentage of CMRS-originated traffic (PCU) on a quarterly basis at the beginning of each calendar quarter, in advance. If CMRS originated, must state traffic that is inter-MTA (PCIU) on a quarterly basis at the beginning of each calendar quarter, in advance.
- D) In all cases, the burden of proof, contrary to data gathered by the Company, is on the customer.

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**SECTION 2 - REGULATIONS (Cont'd)****2.5 Liability of the Customer**

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**SECTION 2 - REGULATIONS (Cont'd)****2.6 Customer Equipment and Channels****2.6.1 Interconnection of Facilities**

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

**2.6.2 Inspections**

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.7 Customer Deposits and Advance Payments****2.7.2 Deposits**

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two months' charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**2.7.3 Advance Payment**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

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**SECTION 2 - REGULATIONS (Cont'd)****2.8 Billing and Payment for Service****2.8.1 Responsibility for Charges**

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

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

**2.8.2 Minimum Period**

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

**2.8.3 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B) Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.

**SECTION 2 - REGULATIONS (Cont'd)**

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**2.8 Billing and Payment for Service (Cont'd)****2.8.3 Payment for Service (Cont'd)**

- C) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E) Customer billing for dedicated services will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- G) Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H) In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

**2.8.4 Disputed Charges**

- A) Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer.
- B) Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services.

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**SECTION 2 - REGULATIONS (Cont'd)****2.8 Billing and Payment for Service (Cont'd)****2.8.4 Disputed Charges (Cont'd)**

- C) If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D) If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.8.6.
- E) If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times an unadjusted interest rate paid as set forth in 2.8.5.
- F) If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

**2.8.5 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**2.8.6 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

**SECTION 2 - REGULATIONS (Cont'd)**

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**2.8 Billing and Payment for Service (Cont'd)****2.8.7 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.8.8 Taxes**

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

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs (however, designated), (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.9 Cancellation by Customer****2.9.1 General**

- A) 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.
- B) 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.
- C) 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.

**2.9.2 Cancellation of Contract Services**

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

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.10 Cancellation by Company**

2.10.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.9 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

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

- a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- c) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- d) In the event of tampering with the equipment or services of the Company or its agents.
- e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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## SECTION 2 - REGULATIONS (Cont'd)

## 2.10 Cancellation by Company (Cont'd)

## 2.10.2 (Cont'd)

- f) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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

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

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.11 Restoration of Service**

- 2.11.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.11.2 A restoration fee of \$50.00 per account, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.11.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

**2.12 Provision of Company Equipment and Facilities**

- 2.12.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.12.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.12.3 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.
- 2.12.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for: (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by Customer-provided equipment; or (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.13 Interconnection**

- 2.13.1 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 or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2 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.
- 2.13.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.13.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - REGULATIONS (Cont'd)****2.14 Customer-Provided Equipment**

- 2.14.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.14.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.14.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.14.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.15 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.
- 2.14.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.14.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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## SECTION 2 - REGULATIONS (Cont'd)

## 2.15 Inspection, Testing and Adjustments

2.15.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.15.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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

## 2.16 Allowances for Interruptions in Service

## 2.16.1 General

A) Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.16.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.16 Allowances for Interruptions in Service****2.16.1 General**

- B) An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees 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.

**2.16.2 Limitations of Allowances**

- A) No credit allowance will be made for any interruption in service:
  - 1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  - 2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - 3) due to circumstances or causes beyond the reasonable control of the Company;
  - 4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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**SECTION 2 - REGULATIONS (Cont'd)****2.16 Allowances for Interruptions in Service****2.16.2 Limitations of Allowances (Cont'd)****A) Cont'd**

- 5) 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;
- 6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 7) that was not reported to the Company within 30 days of the date that service was affected.
- 8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

**2.16.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.16.4 Application of Credits for Interruptions in Service**

- A) Except as provided in Section 2.16.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.

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**SECTION 2 - REGULATIONS (Cont'd)****2.16 Allowances for Interruptions in Service (Cont'd)****2.16.4 Application of Credits for Interruptions in Service**

- B) The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C) For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- Credit =  $A/720 \times B$
- A = outage time in hours (must be 8 or more)  
B = total monthly recurring charge for affected service
- D) No credits will be provided for usage sensitive services.

**2.17 Notices and Communications**

- 2.17.1 The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.17.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.

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**ACCESS SERVICES**

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**SECTION 2 - REGULATIONS (Cont'd)****2.17 Notices and Communications (Cont'd)**

2.17.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.17.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.17.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.17.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.18 Mixed Interstate and Intrastate Switched Access Services**

2.18.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.4 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.18.2 A similar calculation is then performed to determine the intrastate portion of the bill.

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**SECTION 2 - REGULATIONS (Cont'd)****2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

2.19.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.4.1.

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

**2.20 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved**

When an Access Service is provided to a customer where one portion of the service is provided by one Exchange Telephone Company and the other portion of the service is provided by another Exchange Telephone Company, the Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**SECTION 2 - REGULATIONS (Cont'd)****2.21 Application of Access Charges to Toll VoIP-PSTN Traffic**

2.21.1 All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in Section 3 of this tariff. "Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

2.21.2 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

**2.22 Presubscribed Interexchange Carrier Charge (PICC)**

- A) Minimum Period – The Minimum period for which End User Access is provided and for which rates are applicable is the same as that in the general and/or local exchange tariffs for the associated switched access service.
- B) Cancellation of Application – End User Access is cancelled when the order for the associated switched access service is cancelled. No cancellation charges apply.
- C) Changes to Orders – When changes are made to orders for the switched access service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

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SERVICE DESCRIPTIONS

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS****3.1 Access Services****3.1.1 General**

Switched Access Service provides a two-point communications path between a Customer's Premises and an End User's premises for the duration of a call. It provides for the ability to originate calls from an End User's premises to a Customer Premises and to terminate calls from a Customer's Premises to an End User's premises. Switched Access Service is provided regardless of the technology used in transmission. This includes, but is not limited to, Internet Protocol, packet-based, or similar services.

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

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

**3.2 Provision and Description of Switched Access Service**

3.2.1 Switched Access Service is provided as a FGD serving arrangement. The provision of FGD Switched Access Service requires transport facilities (Entrance Facilities, DTT facilities, and TST facilities for tandem routed traffic), multiplexing equipment and the appropriate local switching functions.

3.2.2 Serving arrangements are arranged for either originating, terminating or two-way calling. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the customer to determine the directionality.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2 Provision and Description of Switched Access Service (Cont'd)**

- 3.2.3 There are various optional features available with Switched Access Service. These additional features are provided as Switched Transport, Common Switching, Transport Termination and Line Termination.
- 3.2.4 FGD is provided at Company-designated end office switches whether routed directly to an end office or via Company-designated electronic access tandem switches.
- 3.2.5 FGD, which is available to all customers, provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office.
- 3.2.6 When FGD service is directly routed to an end office, the Switched Transport configuration is composed of an Entrance Facility and a DTT facility to an end office. When FGD is switched through an access tandem, the Switched Transport configuration is composed of an Entrance Facility, a DTT facility between the SWC and the access tandem and TST from the access tandem to the end offices subtending the access tandem. Multiplexing options are available.
- 3.2.7 FGD switching is provided with multifrequency address signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by the customer's end user using dual-tone multifrequency or dial-pulse address signals will be provided by Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals is provided by the Company equipment to the customer's designated premises.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.2 Provision and Description of Switched Access Service (Cont'd)**

- 3.2.8 FGD switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, community information services of an information service provider, and other customer services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office via DTT, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls in the terminating direction will not be completed to 101XXXX, 950-XXXX (or 1 + 950-XXXX) access codes, local operator assistance (0- and 0+), Voice DA (411 or 555-1212) and service codes 611 and 911.
- 3.2.9 The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGD switching is provided. When required by technical limitations a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Company.
- 3.2.10 The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service when the end user's telephone exchange service is arranged for Interexchange Carrier (IC) Subscription. When no access code is required, the number dialed by the customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP). For calls outside the NANP, and, if the end office is technically equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01. When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or at the customer's option, the end-of-dialing digit (#) for cut-through access to the customer's premises.
- 3.2.11 FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing a 101XXXX uniform access code. Each telephone exchange service line may be marked with an IC Subscription code to identify the 101XXXX uniform access code its calls will be directed to for interLATA service.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories**

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

- Switched Transport (described in 3.3.1, following)
- End Office Local Switching (described in 3.3.2, following)
- Common Line (described in Sections 3.3.3, following)

In addition to the three rate categories, there are rate elements applicable to certain Switched Access services:

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.

**3.3.1 Switched Transport****A) General Description**

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications. Switched Transport is a two way voice-frequency transmission path composed of an Entrance Facility (EF) and a Direct-Trunked Transport (DTT) facility for direct routed traffic. For tandem routed traffic, the Switched Transport is composed of an EF, a DTT to an access tandem and Tandem-Switched Transport (TST) from the access tandem to the subtending end offices. The transmission path permits the transport of calls in the originating direction (from the end user's end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously. The voice-frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the tele-communications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

## 3.3 Rate Categories (Cont'd)

## 3.3.1 Switched Transport (Cont'd)

## B) Switched Transport EF Rate Category

An EF provides the communication path between a customer's premises and the Telephone Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

## C) Switched Transport DTT Rate Category

DTT provides the transmission path on circuits dedicated to the use of a single customer between:

- the customer's SWC and an end office, or
- the customer's SWC and an access tandem, or
- the customer's SWC and a Company Hub where multiplexing functions are performed, or
- a Company Hub and an end office, or
- a Company Hub and an access tandem.

The DTT rate category is composed of a monthly fixed rate and a monthly per mile rate based on the facility provided, (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.1 Switched Transport (Cont'd)****D) Switched Transport Tandem Switched Transport (TST) Rate Category**

Tandem Switched Transport (TST) provides the transmission facilities between an access tandem and end offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers from the access tandem to an end office. The TST rate category is composed of the rate elements set forth in (1) through (4), following:

- 1) Tandem Transmission Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

- 2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is requested for trunkside services.

- 3) Access Tandem Trunk Port (ATTP)

An access tandem trunk port (ATTP) is provided for each trunk terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The ATTP rate is assessed monthly per trunk.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.1 Switched Transport (Cont'd)****A. Switched Transport Tandem Switched Transport (TST) Rate Category (Cont'd)****4) Common Transport Multiplexing**

Common transport multiplexing equipment is utilized in the end office side of the access tandem when common transport is provided between the access tandem and the subtending end offices. This rate is assessed on a per-MOU basis. (Multiplexing equipment associated with a DTT facility ordered to the access tandem is provisioned on the SWC side of the access tandem. Multiplexing rates for EF and DTT facilities are priced on an individual case basis, and if assessed, are in addition to the common transport multiplexing rates.)

**3.3.2 End Office Local Switching**

The End Office Local Switching rate category provides the local end office switching, end user line termination and intercept functions necessary to complete the transmission of Switched Access Communications to and from the end users served by the local end office. The Local Switching rate categories are described following:

**1) End Office Local Switching Functions****a) Common Switching**

Common Switching provides the local end office switching functions associated with the various access switching arrangements.

**b) Transport Termination**

Transport Termination provides for the arrangements which terminate the Switched Transport facilities.

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

## 3.3 Rate Categories (Cont'd)

## 3.3.2 Local Switching (Cont'd)

## 2) Intercept Function

The Intercept Function provides for the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number.

## 3) End Office Common Trunk Port

The End Office Common or Shared Trunk Port rate provides for the termination of common or shared end office ports and in remote switching system or module (RSS or RSM) ports. The End Office Common rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office. If tandem routing is being utilized to a RSS or RSM (via a host office), the shared port rate is assessed to the access minutes originating or terminating from that RSS or RSM and is not assessed at the host office. If the customer has requested direct routing from the SWC to a RSS or RSM (via a host office), the End Office Common Port rate is assessed to the access minutes originating or terminating from the RSS or RSM. This rate is in addition to the End Office Dedicated Trunk Port rate assessed for the dedicated trunk terminating in the host office as described below.

## 4) End Office Dedicated Trunk Port

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a dedicated trunk port in an end office. The rate is assessed per month for each trunk in service directly routed (via DTT) between the SWC and the end office.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.3 Carrier Common Line Access Service**

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to end users to furnish interstate telecommunications service. The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service.

**A) Provision of Service**

Where the customer is provided Switched Access Service under other sections of this Tariff, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates as set forth in this Section.

**B) Determination of Usage Subject to Carrier Common Line Access Rates**

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access rates.

**C) Switched Access Service Provided In Conjunction with a Commercial Mobile Radio Service Provider**

For Switched Access Service provided in conjunction with a Commercial Mobile Radio Service provider, Carrier Common Line Access rates do not apply.

**D) The Company will charge the same rate for CCL as the Incumbent Local Exchange Carrier in each territory.****3.3.4 800 Data Base Access Service**

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of end user dialed 8XXNXXXXXX calls to a customer based on the dialed 8XX number. The basic query includes the 8XX number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single carrier termination or multiple carrier terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.4 800 Data Base Access Service (Cont'd)**

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8XX call is originated by an end user, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP).

The customer has the option of having the dialed 8XX number (i.e., 8XX-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

The customer's 8XX voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8XX Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations. 800 DB Access Service originating usage, whether combined with non-8XX Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8XX Access Service usage over Trunkside Access.

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

**Vertical Features** In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.4 800 Data Base Access Service (Cont'd)**

Call Handling and Destination Features allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature.

The following variable routing options are available:

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8XX query to the SCP which utilizes one or more of the Call Handling and Destination Features.

**3.4 Access Ordering****3.4.1 General**

- A) Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B) A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C) The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - 1) Customer name and Premises address(es);
  - 2) Billing name and address (when different from Customer name and address); and

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.4 Access Ordering (Cont'd)****3.4.1 General (Cont'd)****C) Cont'd**

- 3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.4.2 Access Service Date Intervals**

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

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.4 Access Ordering (Cont'd)****3.4.2 Access Service Date Intervals (Cont'd)****3) Cont'd**

- c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- d) The Company determines that Access Service cannot be installed within the Standard Interval.

- C) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**3.4.3 Access Service Request Modifications**

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

**3.5 Rate Regulations**

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A) **Monthly Rates** Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days. Monthly recurring rates may be assessed on a per minute equivalent basis using the rates of the relevant ILEC with a monthly usage assumption of 250,000 MOU per DS1-equivalent circuit.
- B) **Usage Rates** Usage rates are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

## 3.5 Rate Regulations (Cont'd)

- C) Nonrecurring Charges Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

## 3.5.1 Measurement and Billing of Access Minutes

- A) When recording originating calls over Switched Access Service with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- B) Mileage, where applicable, will be measured in accordance with standard industry practices.
- C) The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).
- D) Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.5 Rate Regulations (Cont'd)****3.5.2 Moves**

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

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

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

- 1) Moves within the Same Building

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

- 2) Moves to a Different Building

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

**3.5.3 Service Rearrangements**

A) Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.5 Rate Regulations (Cont'd)****3.5.3 Service Rearrangements (Cont'd)**

- B) The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C) Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

**3.6 Entrance Facilities and Direct-Trunked Transport Rates and Charges**

Nonrecurring and Monthly Recurring Entrance Facilities and Direct-Trunked Transport charges are priced on an Individual Case Basis (ICB).

**3.7 Miscellaneous Services****3.7.1 Billing Name and Address**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

- A) Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B) Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C) The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.7 Miscellaneous Services (Cont'd)****3.7.1 Billing Name and Address (Cont'd)**

- D) The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
- 1) Billing its customers for using Customer's telecommunications services.
  - 2) Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3) Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.
- E) For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.
- F) Manual Request
- 1) At the customer's option, the Company will provide BNA via manual request procedures.
  - 2) BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
  - 3) Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.7 Miscellaneous Services (Cont'd)****3.7.1 Billing Name and Address (Cont'd)****F) (Cont'd)**

- 4) In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

**G) Mechanized Request**

- 1) At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
- 2) The customer will submit its requests through proper CARE procedures, as revised or amended.

**C) Rate Regulations**

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 4.5 following.

**3.7.2 Presubscription**

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 4.4, applies.

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ACCESS SERVICES

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## SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

## 3.7 Miscellaneous Services (Cont'd)

## 3.7.2 Presubscription (Cont'd)

B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
- Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 4.4, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

## 3.7.3 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Section 4.4 will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 4.4 following.

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**ACCESS SERVICES**

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**SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)****3.7 Miscellaneous Services (Cont'd)****3.7.4 End User Common Line Charge (EUCL)**

The End User Common Line Charge (EUCL), also known as a subscriber line charge (SLC), may be charged on primary and non-primary residential lines, single-line business, multi-line business lines, Centrex, Integrated Services Digital Network Basic Rate Interface (ISDN-BRI), and Integrated Services Digital Network Primary Rate Interface (ISDN-PRI) at rates that do not exceed those capped by the FCC in Title 47, §69.

**3.7.5 Universal Service Fund (USF) Contribution Charge**

The Customer will be assessed a monthly federal Universal Service Fund (USF) Contribution charge on all interstate and international telecommunications services to cover the Company's costs of supporting universal service under the Telecommunications Act of 1996.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fund Contribution charge, which will not exceed the rate set by the FCC each quarter for the Customer's total net interstate and international charges. This charge applies on a monthly basis. This charge is neither contributory to nor eligible to receive discounts, nor is it eligible to contribute to meeting minimum monthly usage requirements. The application of this charge is subject to billing availability.

This charge does not apply to services provided to telecommunications carriers if such carriers purchase services for resale to end users and provide the Company with a Certificate of Universal Service Exemption. At its sole discretion, the Company may require the telecommunications carrier to provide additional documentation regarding the telecommunications carrier's satisfaction of its Universal Service Fund reporting and contribution obligations with respect to the resold services of the Company.

The applicable USF percentage rate is determined by the FCC and may vary by calendar quarter. For the most current rate in effect please refer to:

<http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>

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ACCESS SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS (CONT'D)

3.7 Miscellaneous Services (Cont'd)

3.7.6 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

ACCESS SERVICES

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SECTION 4 – RATES AND CHARGES

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Seattle, WA 98104

## ACCESS SERVICES

## SECTION 4 – RATES AND CHARGES

## 4.1 Rates

The Company provides equal access to all carriers on a nondiscriminatory basis.

## 4.2 Switched Access Rates

*Quest d/b/a CenturyLink Territory*

*Colorado*

Tandem Switched Facility (TSF)

Per Access Minute Per Mile	0- 8	\$0.0000300
	9- 25	\$0.0000300
	26- 50	\$0.0000300
	Over 50	\$0.0000300

Tandem Switched Termination (TST)

Per Access Minute Per Termination	0- 8	\$0.000240
	9- 25	\$0.000240
	26- 50	\$0.000240
	Over 50	\$0.000240

Tandem Switching (TS) \$0.002252

Common Transport Multiplexing \$0.000036

End Office Local Switching-1 \$0.001974

End Office Local Switching-2 \$0.001974

End Office Common Trunk Port Charge \$0.000747

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## ACCESS SERVICES

## .SECTION 4 – RATES AND CHARGES

## 4.2 Switched Access Rates (Cont'd)

*Quest d/b/a CenturyLink Territory**North Dakota*

Tandem Switched Facility (TSF)

Per Access Minute Per Mile	0- 8	\$0.0000300
	9- 25	\$0.0000300
	26- 50	\$0.0000300
	Over 50	\$0.0000300

Tandem Switched Termination (TST)

Per Access Minute Per Termination	0- 8	\$0.000240
	9- 25	\$0.000240
	26- 50	\$0.000240
	Over 50	\$0.000240

Tandem Switching (TS) \$0.002252

Common Transport Multiplexing \$0.000036

End Office Local Switching-1 \$0.001974

End Office Local Switching-2 \$0.001974

End Office Common Trunk Port Charge \$0.000747

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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Quest d/b/a CenturyLink Territory**Oregon*

Tandem Switched Facility (TSF) Per Access Minute Per Mile	\$0.000012
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Tandem Switched Termination (TST) Per Access Minute Per Termination	\$0.000011
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Tandem Switching (TS)	\$0.006756
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Common Transport Multiplexing	\$0.000009
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End Office Local Switching-1	\$0.005011
End Office Local Switching-2	\$0.005011

End Office Common Trunk Port Charge	\$0.001997
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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Quest d/b/a CenturyLink Territory**Washington*

Tandem Switched Facility (TSF) Per Access Minute Per Mile	\$0.000012
Tandem Switched Termination (TST) Per Access Minute Per Termination	\$0.000011
Tandem Switching (TS)	\$0.006756
Common Transport Multiplexing	\$0.000009
End Office Local Switching-1	\$0.005011
End Office Local Switching-2	\$0.005011
End Office Common Trunk Port Charge	\$0.001997

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## ACCESS SERVICES

## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Ameritech/AT&T Territory**Illinois*

## Tandem Switched Facility (TSF)

## Per Access Minute Per Mile

Zone 1	\$0.000013
Zone 2	\$0.000014
Zone 3	\$0.000014
Zone 4	\$0.000014
Zone 5	\$0.000014

## Tandem Switched Termination (TST)

## Per Access Minute Per Termination

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

## Tandem Switching (TS)

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

## Common Transport Multiplexing

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

## End Office Local Switching-1

\$0.003116

## End Office Local Switching-2

\$0.003116

## End Office Common Trunk Port Charge

\$0.000371

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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Verizon Territory**District of Columbia (DC)*

## Zones 1, 2 and 3

Tandem Switched Facility (TSF)

Per Access Minute Per Mile \$0.000002

## Zones 1, 2 and 3

Tandem Switched Termination (TST)

Per Access Minute Per Termination \$0.000000

## Zones 1, 2 and 3

Tandem Switching (TS) \$0.001574

Common Transport Multiplexing \$0.000000

End Office Local Switching-1 \$0.002406

End Office Local Switching-2 \$0.002406

End Office Common Trunk Port Charge \$0.001688

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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Verizon Territory**Florida*

## Zones 1, 2 and 3

Tandem Switched Facility (TSF)

Per Access Minute Per Mile \$0.000002

Tandem Switched Termination (TST)

Per Access Minute Per Termination \$0.000000

Tandem Switching (TS)

\$0.001574

Common Transport Multiplexing

\$0.000000

End Office Local Switching-1

\$0.0024060

End Office Local Switching-2

\$0.0024060

End Office Common Trunk Port Charge

\$0.0016920

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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.2 Switched Access Rates (Cont'd)

*Verizon Territory**Texas*

## Zones 1, 2 and 3

Tandem Switched Facility (TSF)

Per Access Minute Per Mile \$0.000002

Tandem Switched Termination (TST)

Per Access Minute Per Termination \$0.000000

Tandem Switching (TS)

\$0.001574

Common Transport Multiplexing

\$0.000000

End Office Local Switching-1

\$0.0024060

End Office Local Switching-2

\$0.0024060

End Office Common Trunk Port Charge

\$0.0016920

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## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.3 8XX Database Query

*Colorado*

800 Data Base Basic	\$0.004053
800 Data Base POTS	\$0.0020915
800 Data Base Vertical Features	\$0.0006853

*District of Columbia (DC)*

800 Data Base Basic	\$0.004356
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.001989

*Florida*

800 Data Base Basic	\$0.004356
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.004356

*Illinois*

800 Data Base Basic	\$0.002304
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.000199

*North Dakota*

800 Data Base Basic	\$0.004053
800 Data Base POTS	\$0.0020915
800 Data Base Vertical Features	\$0.0006853

*Oregon*

800 Data Base Basic	\$0.006723
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.006723

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## ACCESS SERVICES

## SECTION 4 - RATES AND CHARGES (CONT'D)

## 4.3 8XX Database Query (Cont'd)

*Texas*

800 Data Base Basic	\$0.004356
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.004356

*Washington*

800 Data Base Basic	\$0.006723
800 Data Base POTS	\$0.000000
800 Data Base Vertical Features	\$0.006723

## 4.4 Billing Name and Number

	BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI		
- Per Order	\$50.00	ICB
- Per Record	\$ 0.30	ICB

4.5 PIC Change	\$ 5.00
Unauthorized PIC Change	\$50.00