

Access Service

ACCESS SERVICE

Regulations, Rates and Charges applying to the provision of
Interstate Access Service within the operating territory of
ImOn Communications, LLC

Applying to the provision of Interstate Access Services for connection to Interstate
Communications Facilities and for Interstate Customers within the Operating Territories of

ImOn Communications, LLC

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

Access Service

CHECK SHEET

Pages in this Tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original*	32	Original*
1	Original*	33	Original*
2	Original*	34	Original*
3	Original*	35	Original*
4	Original*	36	Original*
5	Original*	36	Original*
6	Original*	37	Original*
7	Original*	38	Original*
8	Original*	39	Original*
9	Original*	40	Original*
10	Original*	41	Original*
11	Original*	42	Original*
12	Original*	43	Original*
13	Original*	44	Original*
14	Original*	45	Original*
15	Original*	46	Original*
16	Original*	47	Original*
17	Original*	48	Original*
18	Original*	49	Original*
19	Original*	50	Original*
20	Original*	51	Original*
21	Original*	52	Original*
23	Original*	53	Original*
24	Original*	54	Original*
25	Original*	55	Original*
26	Original*	56	Original*
27	Original*	57	Original*
28	Original*	58	Original*
29	Original*	59	Original*
30	Original*	60	Original*
31	Original*		

*-New or Revised Page

Access Service

CHECK SHEET

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
61	Original*		
62	Original*		
63	Original*		
64	Original*		
65	Original*		
66	Original*		
67	Original*		
68	Original*		
69	Original*		
70	Original*		
71	Original*		
72	Original*		
73	Original*		
74	Original*		
75	Original*		
76	Original*		
77	Original*		

*New or Revised Page

TABLE OF CONTENTS

	<u>Page</u>
ISSUING CARRIER – TITLE PAGE.....	Title
CHECK SHEET.....	1
TABLE OF CONTENTS.....	3
USE OF TARIFF	5
LIST OF CONCURRING/CONNECTING/OTHER PARTICIPATING CARRIERS	6
EXPLANATION OF SYMBOLS AND ABBREVIATIONS	7
APPLICATION OF TARIFF	8
SECTION 1 – DEFINITIONS AND ABBREVIATIONS.....	9
SECTION 2 – RULES AND REGULATIONS	15
2.1 Undertaking of Company.....	15
2.2 Use of the Company’s Service.....	15
2.3 Limitations	16
2.4 Assignment and Transfer	17
2.5 Application for Service	17
2.6 Ownership of Facilities	18
2.7 Liability of Company	18
2.8 Liability of Buyer.....	22
2.9 Obligations of Buyer.....	23
2.10 Billing and Payment for Service	28
2.11 Taxes, Surcharges and Fees	33
2.12 Deposits and Advance Payments	34
2.13 Cancellation by Buyer.....	36
2.14 Cancellation by Company	38
2.15 Restoration of Service.....	41
2.16 Provision of Company Equipment and Facilities	41
2.17 Interconnection	42
2.18 End User Designated Premises Equipment.....	43
2.19 Inspection, Testing and Adjustments.....	45
2.20 Allowances for Interruptions in Service	46
2.21 Notices and Communications	49

Access Service

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
SECTION 2 – RULES AND REGULATIONS (cont'd)	
2.22 Mixed Interstate and Intrastate Switched Access Services	51
2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities	51
2.24 Toll VoIP-PSTN Traffic	52
SECTION 3 – END USER ACCESS SERVICE	53
3.1 General	53
3.2 Limitations	53
3.3 Undertaking of Company	53
3.4 Payment Arrangements and Credit Allowances	54
SECTION 4 – SWITCHED ACCESS SERVICE	55
4.1 General	55
4.2 Manner of Provision	56
4.3 Rate Categories	57
4.4 Access Ordering	62
4.5 Special Construction or Special Service Arrangements	64
4.6 Obligations of Company	65
4.7 Obligations of the Buyer	66
4.8 Rate Regulations	67
SECTION 5 – DEDICATED ACCESS SERVICE	71
5.1 General	71
SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION	72
6.1 Special Contract Arrangements	72
6.2 Individual Case Basis (ICB) Arrangements	72
6.3 Non-Routine Installation Charges	72
6.4 Promotional Offerings	73
6.5 Special Construction Charges	73
SECTION 7 – RATES AND CHARGES	75
7.1 End User Common Line (EUCL)	75
7.2 Universal Service Contribution Factor (FUSC)	75
7.3 Switched Access Service	75
7.4 Service Order Charges	76
7.5 Local Number Portability (LNP) Query Service	77

Access Service

USE OF TARIFF

Tariff Format

General – This Tariff contains the regulations and rates applicable to Access Services.

Tariff Structure – This Tariff is structured in a manner which separates regulations from rates. The regulations applicable to the Services offered in this Tariff are placed in sections in the forward part of the tariff, while the rates for those offerings are placed in a single rate section in the rear of the tariff. References are provided in the Service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of Services with applicable rate section numbers. To locate the section for a particular Service, refer to the Table of Contents.

Abbreviations and Definitions – In the front of this Tariff is a list of the abbreviations used in the tariff. In addition, Section 1 of this Tariff contains Definitions, which defines certain technical terms and terms which have a specific meaning within the context of this Tariff.

Sheet Numbering – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially within each section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 6 and 7 would be 6.1.

Sheet Original Numbers – Original numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the FCC. For example, the 4th revised page 1 cancels the 3rd revised page 1. Because of deferrals, notice periods, etc., the most current page revision number on file is not always the tariff page in effect.

Section Numbering Sequence – The following is an example of the alpha-numeric coding used in this Tariff. Each level is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1.

References to Other Tariffs – Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

Access Service

LIST OF CONCURRING/CONNECTING/OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No concurring carriers

CONNECTING CARRIERS

No connecting carriers

OTHER PARTICIPATING CARRIERS

No other participating carriers

Access Service

EXPLANATION OF SYMBOLS

Explanation of Symbols – revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

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

In addition to symbols for changes, each changed provision in the tariff contains a vertical line which shows the exact number of lines being changed.

ABBREVIATIONS

CABS	Carrier Access Billing System	MRC	Monthly Recurring Charge
FCC	Federal Communications Commission	PIC	Presubscribed Interexchange Carrier
FG	Feature Group	PIU	Percent Interstate Use
ICB	Individual Case Basis	PVU	Percentage VoIP Usage
ILEC	Incumbent Local Exchange Carrier	POP(s)	Point(s) of Presence
IXC	Interexchange Carrier	SLC	Subscriber Line Charge
LEC	Local Exchange Carrier	USF	Universal Service Fund
LERG	Local Exchange Routine Guide		
LNP	Local Number Portability		
MOU	Minutes of Use		

Access Service

APPLICATION OF TARIFF

This Tariff governs the regulations, rates and charges applying to the provision of interstate Access Services supplied to Buyers for the origination and termination of traffic to and from Central Office codes assigned to ImOn Communications, LLC.

.

Access Service

1. DEFINITIONS AND ABBREVIATIONS

Access Charge - Charges assessed to the Buyer through which the Company is compensated for providing Access.

Access or Access Service - Access or Access Service includes services and facilities provided for the origination or termination of any interstate or foreign Telecommunication 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. Access Service includes the functional equivalent of the incumbent local exchange carrier interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched Transport Termination (fixed); tandem switched Transport Facility (per mile); tandem switching.

Access Code - Denotes a uniform code assigned by the Company to an individual Buyer. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement which connects the End User's local exchange service to a Company designated switching center or point of presence.

Access Minutes - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The Service Order form used by Access Service Buyers and the Company for the process of establishing, moving or rearranging Access Service provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Buyer's Premises or Point of Presence.

Buyer - The term "Buyer" refers to an Interexchange Carrier utilizing the Company's Access Service to complete a Call to or from End Users. The Buyer is responsible for the payment of charges for any Service it takes from the Company, and compliance with the terms and conditions of this Tariff.

Access Service

1. DEFINITIONS AND ABBREVIATIONS

Call - A communication attempt for which the necessary address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility. The term "Call" expressly includes communications that are delivered to, or received from persons or entities that include, but are not limited to residential and/or business users.

Called Party - An End User to whom a call is destined as determined by the dialing instructions of the originating caller or similar instructions provided by an interim carrier.

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Buyer or End User Access Lines are terminated for purposes of interconnection to other Access Lines, Trunks or access facilities.

Channel - A communications path between two or more points.

Commission - Refers to the Federal Communications Commission.

Company - Used throughout this Tariff to indicate ImOn Communications, LLC.

Constructive Order - In the absence of a written or oral Access Service Request, any delivery of Calls to, or receipt of Calls from, the Company's Network constitutes a Constructive Order to purchase Switched Access Services as described herein. Similarly, the selection of an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for Switched Access Service by the IXC.

CPE - Customer Premises Equipment - All Terminal Equipment or other communications equipment and/or systems provided by the End User for use with the Company's facilities and services.

Customer of an Interstate or Foreign Telecommunications Service - A "Customer of an Interstate or Foreign Telecommunications Service" includes any person or entity who sends or receives an interstate or foreign Telecommunications service transmitted to or from a Buyer across the Company's Network, provided that the person or entity must pay a fee to the Company for telecommunications service. Customer of an Interstate or Foreign Telecommunications Service may include, but is not limited to, residential and/or business service subscribers.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Access Service

1. DEFINITIONS AND ABBREVIATIONS

DS-1 -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps. DS-1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3- Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps. Equivalent capacity of 28 DS1 Services.

End Office - The Central Office from which the End User's Designated Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

End Office Switch - A Company switching system where Buyer facilities are terminated for purposes of interconnection to Access Lines, Trunks or access facilities.

End User – The term “End User” means any Customer of an Interstate or Foreign Telecommunications Service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an “End User” when such carrier uses a Telecommunications service for administrative purposes and a person or entity that offers Telecommunications services exclusively as a reseller shall be deemed to be an “End User” if all resale transmissions offered by such reseller originate on the premises of such reseller. An End User must pay a fee to the Company for telecommunications service. Other carriers, including IXC's, are not considered to be End Users under the terms of this Tariff, unless the Company consents to such classification in writing.

End User Designated Premises - The premises specified by the End User where the Company's services will be terminated.

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

Host Office - An electronic switching system which provides call processing capabilities for one or more remote switching systems.

Individual Case Basis or ICB – An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Buyer's situation. ICB specialized rates, services or charges will be made available to similarly situated Buyers on a non-discriminatory basis.

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

Access Service

1. DEFINITIONS AND ABBREVIATIONS

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

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Exchange - A geographic area established by the Company for the administration and pricing of Telecommunications services. The Company is not bound by the definition of "exchange" or "local exchange" as defined by the National Exchange Carrier Association, by IXC's, or by the ILEC's. Unless defined otherwise by the Company, the Company's Local Exchanges are the same as the geographic area where the Company provides service to End Users.

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

Message - See Call.

Minute of Use (MOU) - Denotes the number of minutes for which a Buyer is billed in relation to any usage-sensitive service element provided by the Company.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff. The Company may provide and own its own facilities, equipment or services, or may obtain and use those of other parties for purposes of providing its Network.

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

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

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

Access Service

1. DEFINITIONS AND ABBREVIATIONS

Point of Presence or POP - A physical place where an Interexchange Carrier accesses the Company's Network.

Point of Termination - The point of demarcation 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 Buyer-and/or End User-provided facilities.

Presubscription - An arrangement whereby an End User selects and designates to the Company or other LEC an IXC that the End User wishes to use, without dialing an Access Code, for making long-distance Calls. The selected carrier is referred to as the Presubscribed Interexchange Carrier.

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

Recurring Charge ("MRCs") - Monthly or periodic (as specified) charges to the Buyer for Services, facilities and equipment, which continue for the agreed-upon duration of service.

Service(s) - Interstate Access Service(s). Service provided to a Buyer by the Company pursuant to this Tariff.

Service Commencement Date - The first day following the date on which the Company notifies the Buyer that the requested Service or facility is available for use, unless extended by the Buyer's refusal to accept Service which does not conform to standards in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Buyer's acceptance. The Company and Buyer may mutually agree on a substitute Service Commencement Date.

Service Order - A written request for Service executed by the Buyer and the Company. The signing of a Service Order by the Buyer and acceptance by the Company begins the respective obligations of the parties for Services offered under this Tariff.

Simple Interest - The interest rate that is set for the Federal Reserve's two-year Treasury bill on the most recent January 31st.

Access Service

1. DEFINITIONS AND ABBREVIATIONS

Switched Access Service – Access to the Network of the Company for the purpose of receiving or delivering interexchange Calls, as described at Section 4 of this Tariff.

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring in the End User Designated Premises.

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

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

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

Toll VoIP-PSTN Traffic - Toll traffic exchanged between a local exchange carrier and another telecommunications carrier in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format. Toll traffic originates and/or terminates in IP format if it originates from and/or terminates to Internet protocol-compatible End User Designated Premises equipment.

Access Service

2. RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish Switched Access Service pursuant to the terms and rates identified in this Tariff. The Company may offer these Services over facilities it leases, owns, controls, or to which it is entitled to access.
- 2.1.2 The Company's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this Tariff only for the Services and facilities provided hereunder, and it assumes no responsibility for any Service provided by any other entity that purchases access to the Company's Network in order to originate or terminate Calls.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications Services provided in this Tariff for Buyers in accordance with the terms and conditions set forth under this Tariff. The Buyer shall be responsible for all charges due for such Service arrangements.
- 2.1.5 No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Buyer to which it is attributed. No consent by the Company or Buyer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.
- 2.1.6 If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this Tariff may be used by the Buyer for any lawful purpose for which the Service is technically suited.
- 2.2.2 The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Buyer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

Access Service

2. RULES AND REGULATIONS**2.2 Use of Company's Service (cont'd)**

2.2.3 Any Service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Buyer's option. The Buyer remains solely responsible for all use of Service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its Service, and for promptly notifying the Company of any unauthorized use. The Buyer may advise its customers that a portion of its Service is provided by the Company, but the Buyer shall not represent that the Company jointly participates with the Buyer in the provision of the Service. The Company may require applicants for Service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.3 Limitations

2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.2 The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish Service as required at the sole discretion of the Company.

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

2.3.4 The Company may block any signals being transmitted over its Network by Buyers which cause interference to the Company or other users. Buyer shall not be relieved of obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

Access Service

2. RULES AND REGULATIONS**2.3 Limitations (cont'd)**

2.3.5 The Company reserves the right to discontinue Service when the Buyer is using the Service in violation of the provisions of this Tariff, or in violation of the law.

2.3.6 The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

2.3.7 The Company reserves the right to use whatever facilities, technologies or other transmission or switching specifics of its exclusive choosing, as long as the Services provided to the Buyer adhere within reasonable parameters to the technical and commercial specifications described in this Tariff.

2.4 Assignment and Transfer

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

2.5 Application for Service

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

Access Service

2. RULES AND REGULATIONS**2.6 Ownership of Facilities**

- 2.6.1 The Buyer obtains no property right or interest in the use of any specific type of facility, Service, equipment, number, process, or code.
- 2.6.2 Title to all facilities utilized by the Company to provide Service under the provisions of this Tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Buyer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.7 Liability of the Company

- 2.7.1 The liability, if any, of the Company for damages arising out of or associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays thereof), provision, furnishing, preemption, termination, maintenance, repair or restoration of any Service or facilities of its Services, including but not limited to errors, mistakes, omissions, interruptions, delays, other defects, or representations by the Company, or use of these Services or damages arising out of the failure to furnish the Service whether caused by act or omission, shall be limited to the extension of allowances for interruption not to exceed an amount equal to the proportionate charge for the Service for the period during which the Service was affected. The extension of such allowances for interruption shall be the sole remedy of the Buyer and the sole liability of the Company. No action or proceeding against the Company shall be commenced more than two years after the event giving rise to the liability occurred.

2. RULES AND REGULATIONS**2.7 Liability of the Company (cont'd)**

- 2.7.2 In no event shall the Company be liable for any direct, incidental, indirect, special, exemplary, punitive or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof. The Company shall be indemnified, defended and held harmless by the Buyer against any claim, loss or damage arising from Buyer's use of Services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material, data, information or other content transmitted via the Company's Service; patent infringement claims arising from combining or using the Service offered by the Company with facilities or equipment furnished by the End User or others; or all other claims arising out of any act or omission of the End User or others, in connection with any Service provided by the Company pursuant to this Tariff.
- 2.7.3 When the Services or facilities of other common carriers or other providers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, flood, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Service to restore Service in compliance with Commission, or other state commission, rules and regulations.

2. RULES AND REGULATIONS**2.7 Liability of the Company (cont'd)**

- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Buyer, or the Buyer's agents, End Users, or by facilities or equipment provided by the Buyer.
- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Buyer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees. No agents or employees of other Carriers shall be deemed to be agents or employees of the Company.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to Service installations provided by it at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Buyer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Buyer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Buyer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2. RULES AND REGULATIONS**2.7 Liability of the Company (cont'd)**

2.7.10 The Company shall not be liable for the Buyer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the Terminal Equipment or communications system of the Buyer, or any third party acting as its agent, to the Company's Network. The Buyer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Buyer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Buyer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Buyers. If the Buyer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Buyers, the Company, may, upon written notice, require the use of protective equipment at the Buyer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Buyer's Service without liability.

2.7.11 The Buyer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Buyer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Buyer to sign an agreement acknowledging acceptance of these provisions as a condition precedent to such installations.

2. RULES AND REGULATIONS**2.8 Liability of Buyer**

- 2.8.1 The Buyer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Buyer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Buyer as described in 2.8.1, preceding, the Buyer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided to such third party.
- 2.8.3 A Buyer shall not assert any claim against any other Buyer 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 Buyer 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 Buyer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Buyer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Buyer shall be fully liable for any damages, including, without limitation, usage charges, that the Buyer may incur as a result of the unauthorized use of Services provided to an End User. 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 End User Designated Premise, and the placement of Calls through equipment controlled and/or provided by the Buyer, that are transmitted over the Company's Network without the authorization of the Buyer or End User, as applicable. The Buyer shall be fully liable for all such usage charges.

Access Service

2. RULES AND REGULATIONS**2.9 Obligations of the Buyer**

- 2.9.1 The Buyer is responsible for making proper application for Service; placing any necessary orders; for complying with tariff regulations; and payment of charges for Services provided. Specific Buyer 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 Buyer; or the non-compliance by the Buyer, with these regulations; or by fire or theft or other casualty on the Buyer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
 - B. the Buyer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide Services under this Tariff at non-Company locations where such Services may terminate. The Buyer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide Services. The Buyer shall also provide at no charge, as specified from time to time by the Company, any needed equipment, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Buyer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
 - C. 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 Buyer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1(B). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Buyer; the Company may require the Buyer to demonstrate its compliance with this section prior to accepting an order for Service;

Access Service

2. RULES AND REGULATIONS**2.9 Obligations of the Buyer (cont'd)****2.9.1 (cont'd)**

- D. 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 Buyer 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 Buyer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any End User Designated Premises or the rights-of-way for which Customer is responsible under Section 2.9.1(C); and granting or obtaining permission for Company agents or employees to enter the premise of the Buyer or End User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Buyer, 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;

Access Service

2. RULES AND REGULATIONS**2.9 Obligations of the Buyer (cont'd)****2.9.1 (cont'd)**

- I. ensuring that any Buyer-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 Buyer 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 Buyers or End Users; and
- J. calculating and furnishing to the Company a Percent VoIP Usage ("PVU") factor that describes the percent of Buyer's total intrastate and interstate Access Minutes of use that the Buyer exchanges with the Company, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. Company will similarly calculate a PVU factor representing the percentage of the Company's total intrastate and interstate Access Minutes of use that are originated or terminated on the Company's Network in IP format.

2.9.2 With regard to Switched Access Services provided by the Company, specific Buyer responsibilities include, but are not limited to the following:

- A. **Design of Buyer Services**
The Buyer shall be responsible for its own expense for the overall design of its Services and for any redesigning or rearrangements of its Services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.
- B. **Network Contingency Coordination**
The Buyer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum Network capability following natural or man-made disasters which affect telecommunications Service.

Access Service

2. RULES AND REGULATIONS**2.9 Obligations of the Buyer (cont'd)****2.9.2 (cont'd)****C. Jurisdictional Reports**

The jurisdictional reporting requirements will be as specified below. When a Buyer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These Reported whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient for the Company to independently determine the appropriate jurisdiction of the traffic.

Originating Access: Originating Access Minutes consist of traffic originating from the Company End Office Switch(es). The Buyer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

Terminating Access: Terminating access minutes consist of traffic terminating to the Company End Office Switch(es). The Buyer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

Except where the Company measured access minutes are used as set forth above, the Buyer reported Projected PIU factor as set forth above will be used until the Buyer reports a different projected PIU factor, as set forth below.

Access Service

2. RULES AND REGULATIONS**2.9 Obligations of the Buyer (cont'd)****2.9.2 (cont'd)****D. Jurisdictional Audits**

1. The Buyer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Buyer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Buyer no more than once per year. The Buyer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any Buyer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Buyer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Buyer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within fifteen (15) days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Buyer to receive such results.

Access Service

2. RULES AND REGULATIONS**2.10 Billing and Payment for Service****2.10.1 Responsibility for Charges**

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

- A. any delegation of authority resulting in the use of Buyer'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 Buyer did not individually authorize;
- C. any Calls placed by or through the Buyer's equipment via any remote access feature(s).

2.10.2 Minimum Period

The minimum period for which Services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff 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.

Access Service

2. RULES AND REGULATIONS**2.10 Billing and Payment for Service (cont'd)****2.10.3 Payment for Service**

- A. The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Buyer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within eighteen (18) months of the date upon which Service was provided, assuming that the Buyer was aware of the unbilled Services during the period the Services were unbilled.
- B. Non-recurring charges for installations, Service connections, moves or rearrangements are due and payable within 31 days of the Company's invoice date. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the Services requested by the Buyer.
- C. The Company shall present invoices for recurring charges monthly to the Buyer, in advance of the month in which Service is provided.
- D. When billing is based upon Buyer usage, usage charges will be billed monthly in arrears for Service provided in the preceding billing period.
- E. Buyer billing will begin on the Service Commencement Date, which is the day the Company determines in its reasonable sole discretion that the Service or facility is available for use, or is being used by Buyer, except that the Service Commencement Date may be postponed by mutual agreement of the parties. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

Access Service

2. RULES AND REGULATIONS**2.10 Billing and Payment for Service (cont'd)****2.10.3 Payment for Service (cont'd)**

- 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 thirty (30) days.
- G. Amounts not paid within thirty (30) days after the mailing date of invoice will be considered past due.

2.10.4 Disputed Charges

- A. All bills are presumed accurate, and shall be binding on the Buyer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, “notice of a good faith dispute” is defined as written notice to the Company’s contact (which is listed on every page of this Tariff) within sixty (60) days after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Buyer wishes to dispute.
- B. Prior to or at the time of submitting a good faith dispute, Buyer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Buyer transmitted an interstate telecommunications to the Company’s Network.
- C. If payment of the originally billed amount is not made when due – whether or not a notice of dispute has been submitted – Buyer will incur a Late Payment Fee on the unpaid amount at the rate of 1.5% per month on the total unpaid balance.

Access Service

2. RULES AND REGULATIONS**2.10 Billing and Payment for Service (cont'd)****2.10.4 Disputed Charges (cont'd)**

- D. The Company will evaluate the Buyer's dispute and notify the Buyer in writing of its determination of whether the dispute has been resolved in favor of or against the Buyer. If the Company does not respond to the Buyer's notice of dispute within sixty (60) days after receiving such notice, the dispute will be deemed rejected. Buyer has the right to pursue any and all legal remedies if dissatisfied with Company's determination.
- E. In the event that the Company resolves the billing dispute in favor of a Buyer who has paid the total amount of the disputed bill as required by this Tariff, the Company will credit the Buyer's account for any overpayment by the Buyer, together with Simple Interest, in the billing period following the resolution of the dispute.
- F. In the event that the Company resolves the billing dispute in favor of a Buyer who has paid the total amount of the disputed bill as required by this Tariff, but canceled the Service, the Company will issue a refund of any overpayment by the Buyer, together with Simple Interest.
- G. All adjustments or refunds provided by the Company to the Buyer at the Buyer's request, or provided by the Company to the Buyer by way of compromise of a billing dispute, and which are accepted by the Buyer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Buyer's claims for the billing period for which the adjustment or refund was issued.
- H. Should the Company choose to pursue collection action(s) against any Buyer to collect unpaid amounts, whether disputed or not, all fees and expenses reasonably incurred by the Company, including but not limited to attorneys' fees, shall be added to the Customer's unpaid balance if the Company prevails. All such fees and expenses will be payable by the Customer and will be subject to Late Payment Charges from the date they were incurred.

Access Service

2. RULES AND REGULATIONS**2.10 Billing and Payment for Service (cont'd)****2.10.4 Disputed Charges (cont'd)**

- I. All disputes between the Company and the Customer related to rates, terms and/or conditions (including collection of past due amounts) for services provided pursuant to this tariff, that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

2.10.5 Late Payment Fees

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

2.10.6 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. RULES AND REGULATIONS**2.11 Taxes, Surcharges and Fees**

2.11.1 All federal, state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) and surcharges are listed as separate line items on the Buyer'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 fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Buyers 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 Buyer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Buyers 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.

Access Service

2. RULES AND REGULATIONS**2.12 Deposits and Advance Payments****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Buyers and billed parties through available verification procedures. Where a Buyer's creditworthiness is unacceptable to the Company, Company may refuse to provide Service, require a deposit or advance payment, or otherwise restrict or interrupt Service to a Buyer. A deposit will be required under the following conditions:

- A. Buyer has not previously purchased Access Service from the Company; or
- B. Buyer does not have verifiable credit with the Company; or
- C. Buyer has had previous verifiable Access Service with the Company but has an outstanding and unpaid bill for Access Service; or has not established satisfactory credit. Satisfactory credit for an Access Service Buyer is defined as twelve consecutive months of Service without a suspension of Service for nonpayment or with no more than one notification of intent to suspend Service for nonpayment.

2.12.2 Deposits

- A. To safeguard its interests, the Company may require the Buyer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit does not relieve the Buyer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months' Service.

Access Service

2. RULES AND REGULATIONS

2.12 Deposits and Advance Payments (cont'd)

2.12.2 Deposits (cont'd)

- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay Simple Interest on deposits.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Buyer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of Service, the Company shall promptly and automatically refund the Buyer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for Service furnished by the Company.

Access Service

2. RULES AND REGULATIONS**2.12 Deposits and Advance Payments (cont'd)****2.12.3 Advance Payments**

To safeguard its interests, the Company may require a Buyer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.13 Cancellation by Buyer**2.13.1 General**

- A. Buyers of the Company's Service may cancel Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Buyer responsible for payment of all bills for Service furnished until the cancellation date specified by the Buyer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Buyers 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 Buyer will have constructively ordered the Company's Switched Access Service.

2. RULES AND REGULATIONS**2.13 Cancellation by Buyer (cont'd)****2.13.2 Cancellation of Contract Services**

- A. If a Buyer cancels a Service Order or terminates Services before the completion of the term or where the Buyer breaches the terms in the Service contract, the Buyer 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 Buyer, plus (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Buyer, plus (3) all recurring charges specified in the applicable Service Order for the balance of the then current term.

2.13.3 Cancellation of Application for Service

- A. Where the Company permits the Buyer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Buyer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Buyer had Service begun.

Access Service

2. RULES AND REGULATIONS**2.13 Cancellation by Buyer (cont'd)****2.13.3 Cancellation of Application of Services (cont'd)**

- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

2.14 Cancellation by Company

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

2.14.2 The Company may refuse or discontinue Service to a Buyer 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 Buyer from subscribing to, using, or paying for such Service.

Access Service

2. RULES AND REGULATIONS**2.14 Cancellation by Company (cont'd)****2.14.2 (cont'd)**

- 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 Buyer 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 Buyer to make, at Buyer'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.
- F. If any of the facilities, appliances, or apparatus on Buyer's premise are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish Service until the applicant or Buyer shall have remedied the condition.

Access Service

2. RULES AND REGULATIONS**2.14 Cancellation by Company (cont'd)**

2.14.3 The Company may refuse or discontinue Service provided that, unless otherwise stated, the Buyer 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 Buyer 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 Buyer 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 Buyer use or Buyer'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 premise of such person.
- E. For use of telephone Service for any property or purpose other than that described in the application.
- F. For Buyer's breach of any contract for Service between the Company and the Buyer.
- G. For periods of inactivity in excess of sixty (60) days.

Access Service

2. RULES AND REGULATIONS**2.15 Restoration of Service**

2.15.1 If Service has been discontinued for nonpayment or as otherwise provided herein and the Buyer wishes Service continued, Service maybe 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. Buyers whose Service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to Service restoration.

2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Buyers whose Service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted Services shall be in accordance with applicable state commission and/or Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Buyer. The Buyer may not nor may the Buyer 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.

2.16.2 The Company may substitute, change or rearrange any equipment, facility or technological delivery mechanism at any time and from time to time, but shall not thereby unreasonably alter the basic technical parameters of the Service provided the Buyer.

2.16.3 Equipment the Company provides or installs at the Buyer premise shall not be used for any purpose other than that for which the equipment is provided.

2. RULES AND REGULATIONS**2.16 Provision of Company Equipment and Facilities (cont'd)**

2.16.4 Buyer-provided equipment at the Buyer'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. The Company shall not be responsible for the installation, operation, or maintenance of any Buyer 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 Buyer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Buyer-provided equipment; or
- C. Network control signaling where such signaling is performed by Buyer-provided Network control signaling equipment.

2.17 Interconnection

2.17.1 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 Buyer's expense.

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

2. RULES AND REGULATIONS**2.17 Interconnection (cont'd)**

2.17.3 The Buyer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Buyer 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 Buyer'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 Buyer.

2.17.4 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 Buyer's Service immediately, with no prior notice required.

2.18 End User Designated Premises Equipment

2.18.1 The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. An End 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.

2.18.2 Terminal Equipment on the End User's Designated Premises and the electric power consumed by such equipment shall be provided, or arranged to be provided, by and maintained at the expense of the End User or Buyer, as applicable. The End User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company's Network.

2. RULES AND REGULATIONS**2.18 End User Designated Premises Equipment (cont'd)**

- 2.18.3 The End User is responsible for ensuring that End User-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 End User's expense, subject to prior End User approval of the equipment expense.
- 2.18.4 Upon suitable notification to the End User, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the End User is complying with the requirements under this Section for the installation, operation, and maintenance of End User-provided facilities, equipment, and wiring in the connection of End User-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 If the protective requirements for End User-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 End User'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 End User.
- 2.18.6 If harm to the Company's Network, personnel or Services is imminent, the Company reserves the right to shut down End User's service immediately, with no prior notice required.

Access Service

2. RULES AND REGULATIONS**2.19 Inspection, Testing and Adjustments**

2.19.1 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 Buyer'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.

2.19.2 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 Buyer.

2.19.3 The Company will provide the Buyer 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 Buyer but affect many Buyers' Services. No specific advance notification period applies to all Service activities. The Company will work cooperatively with the Buyer 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 Buyer may not be possible.

Access Service

2. RULES AND REGULATIONS**2.20 Allowances for Interruptions in Service****2.20.1 General**

- A. Upon the written request of the Buyer, 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 below. A Service is interrupted when it becomes inoperative to the Buyer, e.g., the Buyer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Buyer 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 Buyer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premise 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 Buyer shall be responsible for the payment of Service charges for visits by the Company's agents or employees to the premises of the Buyer 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 Buyer.

Access Service

2. RULES AND REGULATIONS**2.20 Allowances for Interruptions in Service (cont'd)****2.20.2 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 Buyer;
 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;
 5. during any period when the Buyer has released Service to the Company for maintenance purposes or for implementation of a Buyer order for a change in Service arrangements;
 6. that occurs or continues due to the Buyer's failure to authorize replacement of any element of special construction; and
 7. that was not reported to the Company within thirty (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 that experience problems related to cellular (wireless) transmissions.

Access Service

2. RULES AND REGULATIONS**2.20 Allowances for Interruptions in Service (cont'd)****2.20.3 Use of Another Means of Communications**

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

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Buyer'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 Buyer, when such adjustment exceeds \$1.00.
- 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 Buyer 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 Buyer 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:
$$\text{Credit} = A/720 \times B$$

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.

Access Service

2. RULES AND REGULATIONS**2.21 Notices and Communications**

- 2.21.1 The Buyer shall designate on the Service Order a postal address and/or email address to which the Company shall mail or deliver all notices and other communications, except that Buyer may also designate a separate postal address or email address to which the Company's bills for Service shall be delivered.
- 2.21.2 For Buyer's receiving Service via Constructive Ordering, Company will undertake reasonable efforts to identify the proper contact/address of the Buyer for purposes of notice. However, once reasonable efforts have been made and notice has been provided by the Company to the contact/address identified by those efforts, the Company will be in compliance with all applicable notice provisions even if the Buyer later informs the Company of another, more direct method of contact.
- 2.21.3 The Company shall designate on the Service Order an address to which the Buyer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for Service to which the Buyer shall mail payment on that bill.
- 2.21.4 Notice of a pending disconnection of a Buyer's Service may contain the reason for the notice, the date of the notice, a description of any remedies the Buyer may make, the time allotted for the Buyer to make remedies (if any), and a toll free customer Service number the Buyer may call to obtain additional information.

Access Service

2. RULES AND REGULATIONS

2.21 Notices and Communications (cont'd)

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

2.21.6 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.

2.21.7 The Company or the Buyer 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.

Access Service

2. RULES AND REGULATIONS**2.22 Mixed Interstate and Intrastate Switched Access Services**

2.22.1 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, or derived by the Company, as set forth in 2.9.2 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.

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 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 2.9.2.

- A. If the Buyer'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 Buyer'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 Buyer 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. RULES AND REGULATIONS**2.24 Toll VoIP-PSTN Traffic**

2.24.1 All Terminating Toll VoIP-PSTN Traffic as defined in this Tariff shall be, pursuant to 47 U.S.C. §51.913, subject to a rate equal to the Company's interstate switched access rates described in Section 4 below. Originating Toll VoIP-PSTN Traffic is subject to the same rates as Toll Non VoIP-PSTN traffic.

2.24.2 In order to properly assess intercarrier compensation charges on toll VoIP-PSTN Traffic as described by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"), Company will utilize the Buyer's PVU as described in Section 2.9.1(J) of this Tariff in addition to Company's PVU to calculate a percent of all Buyer intrastate access traffic to be billed at a rate equal to the Company's interstate switched access rates, according to the following formula:

*Percent Intrastate Usage Billed at Interstate Rate = Buyer PVU + (1-Buyer PVU) * Company PVU.*

2.24.3 To the extent Buyer has not provided Company a PVU, Company will utilize its PVU in place of Buyer's PVU in the formula in 2.24.2 above.

2.24.4 Notwithstanding subsections 2.24.1 and 2.24.2 above, nothing prohibits Company and Customer from entering into an agreement that specifies intercarrier compensation charges for toll VoIP-PSTN Traffic different than those required under Section 2.24 of this Tariff.

Access Service

3. END USER ACCESS SERVICE**3.1 General**

3.1.1 End User Access Service as described in this section consists of End User Common Line (EUCL) Services and the assessment of the Federal Universal Service Charge (FUSC).

3.2 Limitations

3.2.1 Neither a telephone number nor detail billing is provided with End User Access. Directory listings and intercept arrangements are not included with End User Access.

3.3 Undertaking of the Company

3.3.1 The Telephone Company will, upon Customer request, provide use of a common line by an End User under the applicable tariff. Such use will be provided in association with the Company's local exchange service. In the event an End User provides its own access facility for use with its local exchange service, the company will not be required to furnish an End User common line. In such cases, the Company will be entitled to utilize an End User provided access facility to provide its services, including those services provided in this Tariff.

3.3.2 The Company will be responsible for contracts and arrangements with End Users for the billing of End User Access rates. The End User Access rates are billed as set forth following:

(A) EUCL

When an End User uses a Company provided common line for local exchange service(s) provided by the Company, the Company will assess the EUCL per month rate on a per line basis.

(B) FUSC

The Company will assess an FUSC recovery fee on all applicable interstate services provided to the Customer (including EUCL), consistent with applicable laws and FCC rules.

Access Service

3. END USER ACCESS SERVICE

3.4 Payment Arrangements and Credit Allowances

- 3.4.1 The minimum period for which EUCL End User Access is provided to an End User and for which charges are applicable is one month.
- 3.4.2 End User Access is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.
- 3.4.3 When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

Access Service

4. SWITCHED ACCESS SERVICE**4.1 General**

- 4.1.1 Switched Access Service provides Buyers with use of the Company's local exchange facilities for the provision of interstate or foreign telecommunications services or other interexchange services, including but not limited to Toll VoIP-PSTN traffic.
- 4.1.2 The Company's Switched Access Service provides the functional equivalent of all, or some subgroup, of the following elements depending upon the nature of the Call and/or Service configuration, as described at 47 C.F.R. §61.26(3)
- a) carrier common line,
 - b) local end office switching,
 - c) interconnection charge,
 - d) information surcharge,
 - e) tandem switched transport termination, tandem switched transport facility and
 - f) tandem switching.
- 4.1.3 When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 4.1.4 In the absence of an Access Service Request (ASR) as described below, delivery of Calls to, or acceptance of Calls from, the Buyer via Company-provided switched access facilities or Services shall constitute a Constructive Order and an agreement by the Buyer to purchase the Company's Switched Access Services under the rates, terms and conditions of this Tariff.

Access Service

4. SWITCHED ACCESS SERVICE**4.2 Manner of Provision**

- 4.2.1 Switched Access is furnished for originating and terminating Calls to/from the Buyer. Switched Access is furnished on a per-line or per trunk basis.
- 4.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the Company's End Users to the Buyer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Buyer to a Called Party served by the Company. When ordering capacity for Switched Access, the Buyer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 4.2.3 Switched Access is provisioned, at minimum, at the DS-1 level and provides line-side or Trunk-side access to End Office switches, for the Buyer's use in originating and terminating communications. Basic Switched Access Service will be provided with Multi-Frequency In-Band Signaling (SS7 is also available, where capabilities exist).
- 4.2.4 All traffic is routed to and from Company's End Office via the Company's Tandem Switch or Tandem Switch provider. Delivery of Calls to, or acceptance of Calls from, the Buyer's End User location(s) via Company-provided Access Services shall constitute a Constructive Order and an agreement by the Buyer to purchase the Company's Switched Access Services as described and priced herein.

Access Service

4. SWITCHED ACCESS SERVICE**4.3 Rate Categories**

The following rate categories apply to Switched Access Service:

- (1) Common Line
- (2) Switched Transport
- (3) End Office Switching
- (4) Toll Free 8XX Data Base Access Service
- (5) Optional Features

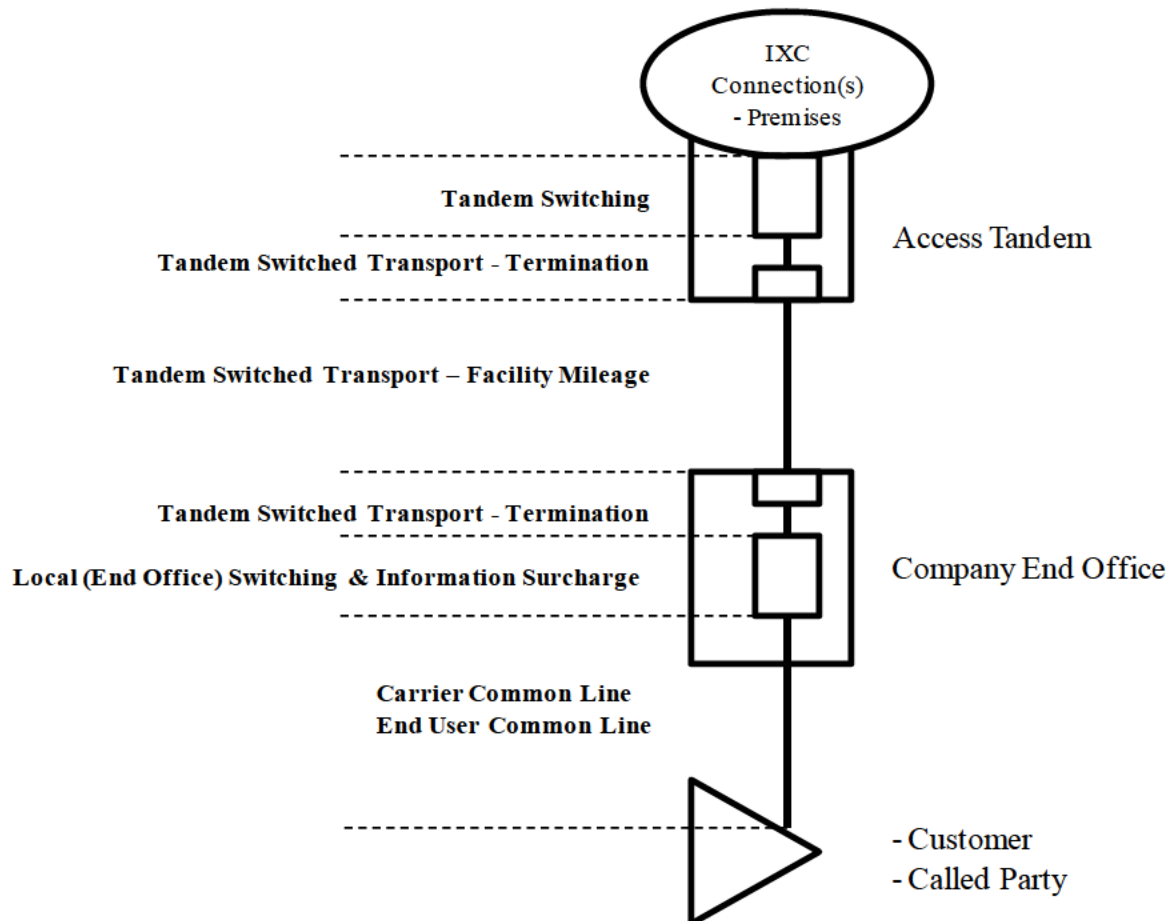
4.3.1 Category Descriptions

- A. Common Line – The Common Line rate category establishes the charges related to the use of Company-provided facilities which connect End Users to the Company's switched Network for access by Buyers. Carrier Common Line is provided where the Buyer obtains Company provided Switched Access Service.
- B. Switched Transport – The Switched Transport rate category establishes the charges related to the transmission facilities between the Buyer's premises and the End Office Switch(es) where the Buyer's traffic is switched to originate or terminate the Buyer's communications. The Switched Transport rate category also includes transport between an End Office which serves as host for a remote switching system. The Switched Transport rate category consists of Switched Transport Termination and Switched Transport Facility Mileage.
- C. End Office Switching – The End Office Switching rate category establishes the charges related to the use of Company-provided end office switching equipment, the terminations in the end office of end user lines or Trunks, the terminations of Calls at Company owned or leased Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and/or the SS7 signaling function between the end office and the STP.

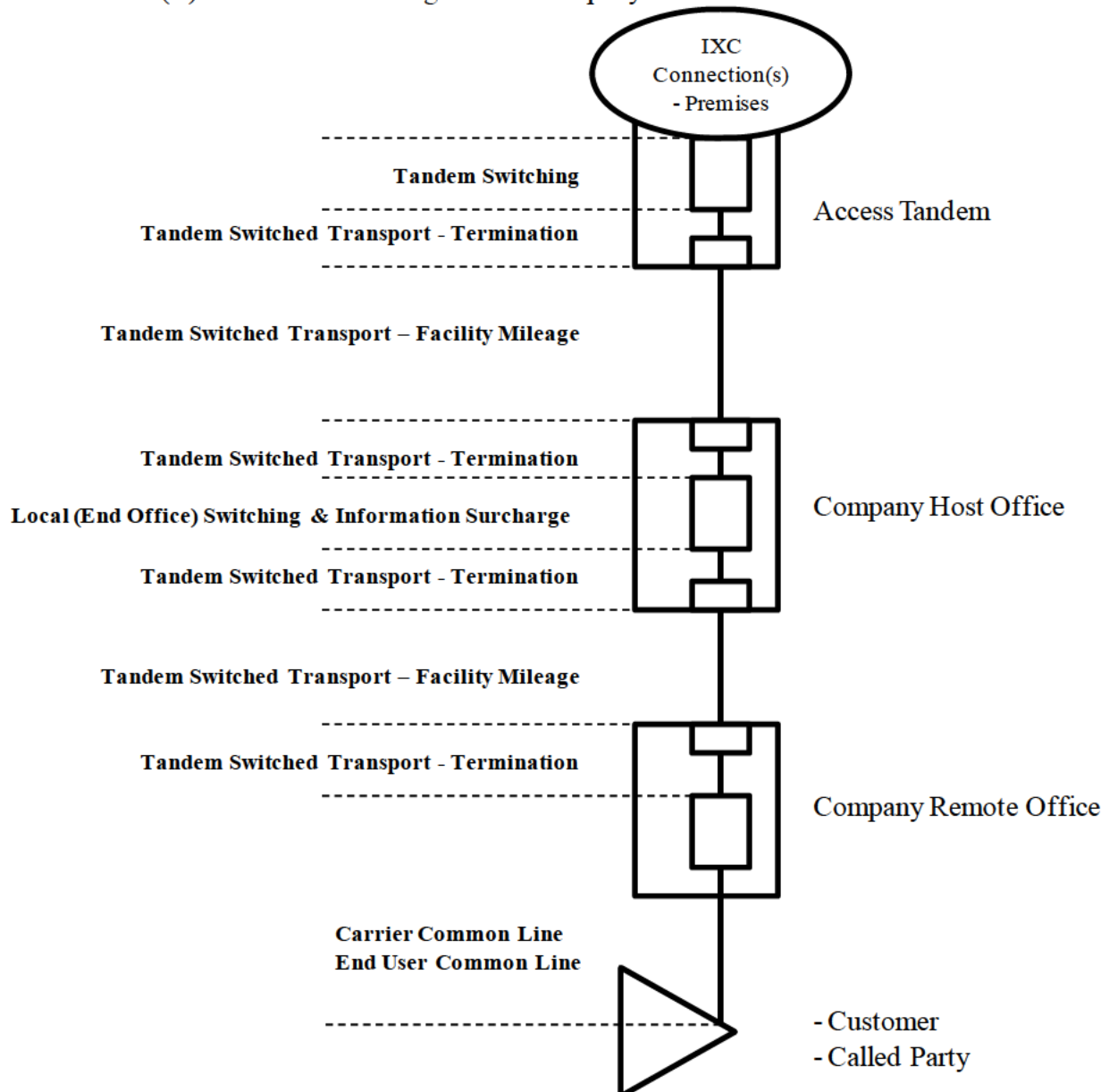
Access Service

4. SWITCHED ACCESS SERVICE**4.3 Rate Categories (cont'd)****4.3.1 Category Descriptions (cont'd)**

The following diagrams are intended to illustrate the typical configuration of switched access rate elements and categories described above. This diagram is illustrative only and does not capture all possible configurations wherein the switched access rate elements might be assessed, and as a result, does not limit the Company's ability to assess rate elements in other configurations wherein the Company's facilities are used to provision Switched Access Service.

(A) Terminated/Originated - Company End Office

Access Service

4. SWITCHED ACCESS SERVICE**4.3 Rate Categories (cont'd)****4.3.1 Category Descriptions (cont'd)****(B) Terminated/Originated - Company Remote Office**

Access Service

4. SWITCHED ACCESS SERVICE

4.3 Rate Categories (cont'd)

4.3.2 Toll-Free 8XX Data Base Query

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

4.3.3 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis.

4.3.4 Rate Application

- A. For charges based on duration of use, originating and terminating Calls will be measured by the Company to determine the basis for computing chargeable access minutes. Access minutes or fractions thereof are accumulated over the billing period and then rounded up to the nearest access minute.
- B. For charges based on distance, distance between two points is measured as airline distance using the V & H coordinates as referenced in NECA Tariff No. 4.

Access Service

4. SWITCHED ACCESS SERVICE**4.3 Rate Categories (cont'd)****4.3.4 Rate Application (cont'd)**

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

- (1) Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- (2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Access Service

4. SWITCHED ACCESS SERVICE**4.4 Access Ordering****4.4.1 General**

- A. Buyers 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 Buyer 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 Buyer shall provide all information necessary for the Company to provide and bill for the requested Service. When placing an order for Access Service, the Buyer shall provide the following minimum information: (1) Buyer name and Premises address(es); (2) Billing name and address (when different from Buyer name and address); and (3) Buyer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Access Service

4. SWITCHED ACCESS SERVICE**4.4 Access Ordering (cont'd)****4.4.2 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 Buyer'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 Buyer's 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 Buyer 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 Buyer when: (i) The Buyer requests a Service Date before or beyond the applicable Standard Interval Service Date; or (ii) There is no existing facility connecting the Buyer's premises with the Company; or (iii) The Buyer 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 (iv) 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.

Access Service

4. SWITCHED ACCESS SERVICE**4.4 Access Ordering (cont'd)****4.4.3 Access Service Request Modifications**

The Buyer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the ASR process. The Company, in its sole discretion, may accept a verbal modification from the Buyer. 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.

4.5 Special Construction or Special Service Arrangements

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

Access Service

4. SWITCHED ACCESS SERVICE**4.6 Obligations of the Company**

4.6.1 With regard to Access Services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

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

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk Groups. Finally, the Company will decide whether Trunk side access will be provided through the use of two-wire or four-wire Trunk terminating equipment. Selection of facilities and equipment and traffic routing of the Service are at the Company's sole discretion based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Buyer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Buyer in determining (1) whether the Service is to be routed directly to an end office or through an access tandem switch (2) the directionality of the Service and (3) associated costs to be recovered from Buyer.

Access Service

4. SWITCHED ACCESS SERVICE**4.7 Obligations of the Buyer**

4.7.1 The Buyer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to the obligations specified in Section 2 of this Tariff and are as follows:

A. Report Requirements

Buyers are responsible for providing the following reports to the Company, when applicable: (1) Jurisdictional Reports: When a Buyer orders Switched Access Service for both interstate and intrastate use, the Buyer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports. (2) Code Screening Reports: When a Buyer orders Service call routing, Trunk access limitation or call gapping arrangements, the Buyer must report the number of Trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

B. On and Off-Hook Supervision

The Buyer's facilities shall provide all necessary information for accurate timing of Calls.

C. Timely Payment for Services

See Section 2.10.

Access Service

4. SWITCHED ACCESS SERVICE**4.8 Rate Regulations****4.8.1 General**

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

4.8.2 Types of Charges

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

4.8.3 Measurement of Access Minutes

- A. When recording originating Calls over Switched Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Buyer's facilities. The measurement of originating call usage over Switched Access ends when the originating Switched Access 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 Buyer's facilities, whichever is recognized first by the entry switch.

Access Service

4. SWITCHED ACCESS SERVICE**4.8 Rate Regulations (cont'd)****4.8.3 Measurement of Access Minutes (cont'd)**

- B. For terminating Calls over Switched Access with multi-frequency 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 ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating Calls over Switched Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk Groups and with the receipt of an exit message by the switch for tandem Trunk Groups. The measurement of originating Switched Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating Calls over Switched Access with SS7 signaling, the measurement of Access Minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk Groups or on tandem routed Trunk Groups, the Company switch receives the initial address message and sends the indication to the Buyer in the form of an answer message. The measurement of terminating Switched Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

Access Service

4. SWITCHED ACCESS SERVICE**4.8 Rate Regulations (cont'd)****4.8.4 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 Buyer's Premises, or (2) the Buyer'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 Buyer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued Service.

Access Service

4. SWITCHED ACCESS SERVICE**4.8 Rate Regulations (cont'd)****4.8.5 Installation of Optional Features**

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

4.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing Services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Buyer's premises or the Buyer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Buyer 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 Buyer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

Access Service

5. DEDICATED ACCESS SERVICE

5.1 General

5.1.1 The Company, at its discretion may provide interstate Dedicated Access Services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access Services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Buyer and the entire usable bandwidth for each Service is available to that Buyer for their exclusive use.

5.1.2 All Dedicated Access Services, if offered, will be provided on an individual case basis at rates agreed upon by the Company and its Buyer.

6. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**6.1 Special Contract Arrangements**

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

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Buyer or prospective Buyer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Service in this Tariff. ICB rates will be offered to the Buyer in writing and will be available to similarly situated Buyers on a non-discriminatory basis.

6.3 Non-Routine Installation Charges

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

Access Service

6. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**6.4 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its Services which may include waiving or reducing the applicable Recurring and Nonrecurring charges of the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post promotion price to the Buyer at the time of offering the promotional price and Service. The Company shall notify each participating Buyers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All Buyers shall be eligible for promotions where facilities and billing capabilities permit.

6.5 Special Construction Charges

A. Special construction charges may apply for Services provided to the Buyer by the Company. Special construction includes but is not limited to that construction undertaken:

- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its Services;
- (3) over a route other than that which the Company would normally utilize in the furnishing of its Services;
- (4) in a quantity greater than that which the Company would normally construct;
- (5) on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) involving abnormal costs;
- (8) in advance of its normal construction ; or
- (9) when the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff.

6. SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

6.5 Special Construction Charges (cont'd)

- B. Where the Company furnishes a facility or Service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Buyer for its approval prior to the start of construction. No construction will commence until and unless the Buyer accepts in writing the rates and charges as presented by the Company.

Access Service

7. RATES AND CHARGES - IOWA

The rates in Section 7 apply to Access Service provided by the Company throughout its Iowa service territory.

7.1 End User Common Line (EUCL)

7.1.1	EUCL - Residence Local Exchange End Users	\$4.50
7.1.2	EUCL - Single Line Business Local Exchange End Users	\$4.50
7.1.3	EUCL - Multi-Line Business Local Exchange End Users	\$4.50

One EUCL charge will apply per common line channel, except in the case of high capacity services, *e.g.*, ISDN-PRI, SIP, etc., whereby five EUCL charges will be applied per 24 channels.

7.2 Universal Service Contribution Factor (FUSC)

The Company will pass through a charge equal to the FUSC contribution percentage, as set each quarter by the FCC. The current contribution percentage rate can be found here: <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>.

7.3 Switched Access Service**7.3.1 Carrier Common Line**

Per Originating Minute:	\$0.000000
Per Terminating Minute	\$0.000000

7.3.2 Switched Transport Service

Trunk Charge – NRC (per Trunk)	\$156.00
Tandem Switched Transport – Termination (per Minute/Term)**	\$0.000276
Tandem Switched Transport – Mileage (per Minute/Mile)	\$0.000030

** Note: Includes Common Transport Multiplexing

Access Service

7. RATES AND CHARGES - IOWA

7.3.3 End Office Switching

A.	Local Switching	
	Per Originating Minute	\$0.001974
	Per Terminating Minute	\$0.001974
B.	End Office Shared Trunk Port	
	Per Minute	\$0.000747
C.	Information Surcharge	
	Per Minute	\$0.000000

7.3.4 Toll-Free 8XX Data Base Access Service
Per Query

\$0.005300

7.4 Service Order Charges

Service Order charges are non-recurring charges to recover administrative costs associated with initiating Access Service.

A.	Service Implementation	
1.	Access Order Charge	
	Per Access Request	\$86.00
2.	Installation Charge	
	Per Trunk	\$1560.00
B.	Design Change/Partial Cancellation Charge	
	Per Access Order	\$84.00

Access Service

7. RATES AND CHARGES - IOWA

7.5 Local Number Portability (LNP) Query Service

A.	Rate per query	\$0.000747
----	----------------	------------