

REGULATIONS AND SCHEDULE OF  
INTERSTATE CHARGES GOVERNING THE  
PROVISION OF SWITCHED ACCESS AND  
DEDICATED TELECOMMUNICATIONS  
SERVICES FOR CONNECTION TO  
COMMUNICATIONS FACILITIES WITHIN THE  
UNITED STATES FURNISHED BY  
**XCHANGE TELECOM CORP**  
LOCATED AT  
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BROOKLYN, NY 11218

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

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ISSUING CARRIERS

Xchange Telecom Corp.

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicated Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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**SECTION 1 - GENERAL REGULATIONS**

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**1.1 APPLICATION OF TARIFF**

This tariff contains regulations, rates and charges applicable to the provision of interstate carrier access services by Xchange Telecom (the “Company”) to Customers.

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

This tariff also contains rates and charges assessed on the Company’s own local exchange and toll customers, in addition to rates, terms, and conditions set forth in the Company’s intrastate local and toll tariffs.

The applicable operating territories of the Company are as set forth elsewhere in this Tariff.

The rates and charges for carrier access service set forth in this tariff apply to traffic delivered by Customer to Company, either directly or through a third-party network, and to traffic delivered by Company to Customer, either directly or through a third-party network.

**1.2 DEFINITIONS**

**ACCESS MINUTES** - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

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

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

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

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

**CHANNEL** - A communications path between two or more points of termination.

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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

COMPANY – Xchange Telecom Corp.

COMMISSION - The Federal Communications Commission

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to, or uses the services offered, or is otherwise liable for charges under this tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

END USER - Any customer of an interstate telecommunications service, including commercial mobile radio service ("CMRS") provided by a third party, that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service 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 when making such service available to others, directly or indirectly. An End-User is also a provider of conference bridge service, or an Enhanced Service Provider or entity which provides similar functions.

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

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

INTERSTATE COMMUNICATIONS - Any communications which originates in one state or a foreign nation, and terminates in a different state or foreign nation, regardless of the routing. Interstate Communications includes interstate and international communications. Interstate Communications also includes communications deemed by the Commission to be interstate communications.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.



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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

MESSAGE - A Message is a Call as defined above.

MULTIPLEXING – Sending multiple signals or streams of information on a channel at the same time in the form of a single, complex signal and then recovering the separate signals at the receiving end.

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.

ORIGINATING DIRECTION or ORIGINATING CALL - The use of Switched Access Service for the origination of calls from an End User premises to a Customer's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premise at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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

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

TERMINATING DIRECTION or TERMINATING CALL- The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

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

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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.2 DEFINITIONS (Cont'd)

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

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

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

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.

WIRE CENTER - A physical location in which one or more switches or offices, used for the provision of exchange services, are located.

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**SECTION 1 - GENERAL REGULATIONS (Cont'd)****1.3 UNDERTAKING OF THE COMPANY**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

**1.3.1 LIABILITY OF THE COMPANY**

The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in Section 1.3.11. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. In the absence of gross negligence or willful misconduct, the Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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

The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers' facilities, equipment or services used for or with the services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or any person using the Customer's service, network, systems, or equipment, with or without the knowledge of Customer, or due to the failure or malfunction of Customer provided equipment or facilities.

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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.1 LIABILITY OF THE COMPANY (Cont'd)

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of gross negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

The Company has no duty or obligation to monitor usage billed to Customer, including monitoring for excessive or fraudulent charges, or to provide any notice to Customer with respect to possible excessive or fraudulent charges.

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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 CLAIMS

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arising out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for that service. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, Customer may be required, at Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

All disputes between the Company and the Customer 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, unless the parties agree otherwise. 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. Provided, however, the arbitrator shall have no power to award compensatory or other damages against the Company in the absence of gross negligence or willful misconduct on the part of the Company.

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### 1.3.3 TESTING, MAINTENANCE, AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

### 1.3.4 NON-ROUTINE INSTALLATION

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

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**SECTION 1 - GENERAL REGULATIONS (Cont'd)****1.3 UNDERTAKING OF THE COMPANY (Cont'd)****1.3.5 OWNERSHIP OF FACILITIES**

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in any of the facilities and associated equipment provided by the Company hereunder.

**1.3.6 RIGHTS-OF-WAY**

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

**1.3.7 SERVICES PROVIDED BY OTHER CARRIERS**

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

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**SECTION 1 – GENERAL REGULATIONS (Cont'd)****1.3 UNDERTAKING OF THE COMPANY (Cont'd)****1.3.8 GOVERNMENTAL AUTHORIZATIONS**

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

**1.3.9 ASSIGNMENT**

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

**1.3.10 NETWORK MANAGEMENT**

The Company will endeavor to administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network. Provided, however, the Company makes no warranty or representation regarding provision of any particular level or quality of service.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, with respect to any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.



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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.11 ALLOWANCES FOR INTERRUPTION IN SERVICE

A credit allowance will be given for any period during which any line subject to a monthly recurring charge under this tariff subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.

An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

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

1.3.11.1 For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruption continues.

1.3.11.2 For usage based charges, no credit allowance will be given. Only calls successfully handled by Company will be charged.

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SECTION 1 - GENERAL REGULATIONS (Cont'd)

## 1.3 UNDERTAKING OF THE COMPANY (Cont'd)

## 1.3.11 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;

Interruption of service during any period in which the Company is not given access to the premises at which the Company provides service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

Interruption of service due to circumstances beyond the control of the Company.

1.3.12 TRANSMISSION SPECIFICATIONS

The Company will use reasonable commercial effort to establish a transmission path that will meet the standard transmission specifications as set forth in Telcordia Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Telcordia Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

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**SECTION 1 - GENERAL REGULATIONS (Cont'd)****1.3 UNDERTAKING OF THE COMPANY (Cont'd)****1.3.13 PROVISION OF SERVICE PERFORMANCE DATA**

Subject to its own service evaluation routines, service performance data may also be made available to the Customer based on previously arranged intervals and format.

**1.3.14 ACCEPTANCE AND ROUTINE TESTING**

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation, as well as routinely throughout the life of services offered, in order to maintain industry standard levels of service quality.

**1.3.15 DETERMINATION OF THE NUMBER OF TRANSMISSION PATHS**

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

**1.3.16 TRUNK GROUP MEASUREMENT REPORTS**

Subject to availability, the Company will make available to the Customers' trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

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SECTION 1 - GENERAL REGULATIONS (Cont'd)**1.4 PROHIBITED USES**

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 2 - RULES AND REGULATIONS**

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**2.1 USE OF FACILITIES AND SERVICES****2.1.1 Use of Service**

A. Service may be used for any lawful purpose by the Customer or by any End User.

B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

C. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer 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 Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

E. Use of the facilities and services in this tariff and application of associated rates, terms and conditions is not constrained in any way by the technology or transmission protocol used in transmission of the message or the communication transiting or switched on the Company's network. If service is rendered by the Company as described herein, the associated terms and conditions of payment for such services apply.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.2 Limitations**

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

D. 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.

E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff or any other Company tariff or agreement for service until the indebtedness is satisfied.

**2.1.3 Customer-Authorized Use**

The Customer remains solely responsible for all use of service ordered by it (directly or constructively) or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. Customer is responsible for all service provided to it by the Company regardless of whether such service is utilized by authorized or unauthorized persons, and with or without Customer's knowledge. Customer is responsible for all fraudulent use of its systems, facilities, or equipment with or without Customer's knowledge.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.4 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

**2.1.5 Individual Case Base (ICB) Arrangements**

The Company may develop a bid in which the conditions, rates and charges for the offering under the provisions of this Tariff are developed on the circumstances in each case.

**2.1.6 Minimum Use Contracts**

The Company may offer services which require a minimum use guarantee ("MUG") wherein the Customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service, regardless of actual usage. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

Should the Customer choose to terminate its contract prior to expiration of the term agreed to in the MUG agreement, the Customer will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Customer's contract, Customer will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.3 FLEXIBLE PRICING****2.3.1 General**

Flexible Pricing sets minimum and maximum rates that can be charged for service offered under this tariff, where authorized by the Commission. The Company may change a specific rate within the range of the established minimum and maximum rates.

**2.3.2 Conditions**

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing rate revisions with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

**2.4 PAYMENT FOR SERVICE RENDERED**

2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorneys' fees and/or collection agency fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and Customer shall pay, in addition to all amounts owed for services and late payment fees, all such fees and expenses reasonably incurred. Applicable interest charges available under state law will be applied in addition to late payment fees.

2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.3 The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.10 below.



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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4.4 Application of Late Payment Charge

- A. A late payment charge of 1.5% per month, or the maximum penalty allowed by law, whichever is greater, compounded monthly, shall be applied to all amounts not paid to Company when due, continuing until amounts due are paid.
- B. Late payment charges do not apply to Federal Government Agencies of the United States. These agencies are required to make payment in accordance with the Federal Finance Laws.
- C. Customer bills are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date on invoice, the late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears and unpaid late payment charges.
- D. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Provided, however, that if the Company is deemed entitled to the disputed unpaid charges, late payment fees will apply retroactively back to the day the charge was due.

2.4.5 All bills are presumed accurate, and shall be binding on the Customer, and such Customer shall be deemed to have waived the right to dispute the charges unless written notice of the disputed charge(s) is received by the Company within 90 days of the invoice date listed on the bill. To be effective, the written notice of the dispute must contain sufficient information to enable the Company 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.

2.4.6 If Company initiates legal proceedings to enforce any provision of this Tariff and the Company substantially prevails in such proceedings, then the Customer shall pay all reasonable attorneys' fees and costs incurred by the Company in prosecuting such proceedings and any appeals there from.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 DEPOSITS**

2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage. If a deposit is required it can be paid via cash or via a Company approved Letter of Credit.

2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

**2.6 ADVANCE PAYMENTS**

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

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.7 DISPUTED BILLS**

Provided timely notice has been given in accordance with Section 2.4.5, in the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.10 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

**2.8 TAXES AND OTHER SURCHARGES**

Customer shall be billed and shall pay all federal, state and local sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on Customer or the Company, related to or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

**2.9 INSPECTION, TESTING AND ADJUSTMENT**

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

2.9.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10 SUSPENSION OR TERMINATION OF SERVICE****2.10.1 Suspension or Termination for Nonpayment**

A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

B. Suspension or termination shall not be made until:

1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

C. Service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion when due.
- F. Access service may be suspended or terminated for nonpayment of disputes that have been denied by the Company; however this will not occur until after 30 days from the date of denial notification.

2.10.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.4 Termination For Cause Other Than Nonpayment

## A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.10.4 Termination For Cause Other Than Nonpayment (cont'd)

## B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

## C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. no charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

## D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer, may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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2.10.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.10.6 - Voluntary Termination By Customer

A. A Customer wishing to terminate any access service obtained from the Company must do so in accordance with the following procedures. These procedures apply regardless of whether the service to be terminated was purchased through submission of an explicit order or through use by the Customer of the access service, as set forth in Section 2.11.4 of this Tariff. Any purported voluntary termination by a Customer of the Company's access service shall be ineffective unless and until the procedures in this Section have been followed.

B. The Customer must send to the Company, by certified or traceable mail services, written notice of any voluntary termination of access service.

1. Such notice shall be clearly titled "Voluntary Termination of Access Service," and shall include at a minimum the following information: effective date of the termination, type and jurisdiction of the access services to be terminated, applicable originating or terminating NPA-NXX, carrier identification code, applicable serving wire center information by vertical and horizontal coordinates and the physical address of the Company serving wire center performing switching functions for the services in question.

2. The notice must be received by the Company at least ninety (90) days in advance of the desired termination date. In the event any of the required information is missing or incorrect, the Company will so advise the Customer in writing. Any revised or corrected termination notice must also be submitted on ninety (90) days notice.



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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.10.6 - Voluntary Termination By Customer (cont'd)

C. The Company will review any such termination notice in a timely manner and will advise the Customer, with respect to each affected access service, whether the service can be blocked by the Company, or whether it must be blocked by the Customer.

1. For access services which can be blocked by the Company, the Company will assess the cost of blocking and termination services per request. Blocking and termination services are subject to the hourly rate specified per technician repair service in the Company's local exchange tariffs as published in the state in which the access services are originated. In addition, blocking and termination services are subject to a one time non-recurring termination and blocking charge as specified in the rate schedule included in this tariff. The termination and blocking charge will be individually set per requesting Customer and will be based on cost factors necessary for the Company to perform the services rendered.

2. After the Company determines the applicable charges for termination and blocking, the Company shall advise the Customer of the charge(s) that will apply. All blocking and terminating charges must be paid in full at least thirty (30) days in advance of the planned termination date.

3. The Company may at its option route blocked calls to a live or recorded announcement informing end users that the call cannot be completed as dialed because the Customer has voluntarily ceased accepting access services from the Company, and suggesting alternative means for completing the call.

4. For access services which must be blocked by the Customer, the Customer shall be solely responsible for blocking or terminating such services as of the termination date specified in the Customer's notice, at the Customer's sole expense. The Customer shall be responsible for informing any affected end users that their service may be disrupted as a result of the Customer's blocking activity.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.10.6 - Voluntary Termination By Customer (cont'd)**

D. All rates and charges applicable under this Tariff shall continue to apply to any Company access service(s) used by the Customer after the termination date, except to the extent that the Company has undertaken to block such service(s) and the Customer has timely paid all applicable termination and blocking charges.

**2.11 OBLIGATIONS OF THE CUSTOMER****2.11.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.11.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.11.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.11.3 Equipment Space and Power (cont'd)**

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

**2.11.4 Purchase of Services**

Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

**2.11.5 Testing**

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.11.6 Design of Customer Services**

The Customer 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 facilities.

**2.11.7 Network Contingency Coordination**

The Customer 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.

**2.11.8 Jurisdictional Reports**

Where such information is available, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call will be classified as interstate where the call detail indicates that the calling and called parties are in different states or is an international call. A call will be classified as intrastate where the call detail indicates that the calling and called parties are in the same state. While the Company recognizes that the use of call detail to jurisdictionalize calls may occasionally result in the misclassification of individual calls involving wireless or commercial mobile radio service (CMRS) customers roaming outside their home states, the aggregate ratio of interstate to intrastate calling will be presumed to be equal to that indicated by the call detail records, unless the Customer provides evidence sufficient to establish a different ratio in the dispute process.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use, and is applicable only to calls where the jurisdiction cannot be determined by call records. The Customer shall update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.11.8 Jurisdictional Reports (Cont'd)

In the absence of a Customer-provided percent interstate use for traffic where the jurisdiction cannot be determined, the PIU is defaulted to 50%.

The percent interstate use factor will be used by the Company to determine interstate and intrastate rates and charges where the Company cannot itself determine the jurisdiction of the call transiting its network. If the Customer does not provide a percent interstate use factor as provided in this section, the Company will apply a default PIU factor of fifty percent (50%) and assess the remaining minutes under the terms of the applicable state access tariff. Switched Access Direct Trunk Routing Facility charges will be billed as 100% PIU.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percent on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

Jurisdictional Factors should be reported on the following type of traffic:

Originating 5XX

Originating 9XX

Originating 7XX

Originating 8XX (Will apply to both originating minutes and 8XX Database Queries)

Terminating MOU – Both 1+ and 8XX

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.11.8 Jurisdictional Reports (Cont'd)**

For Intrastate when applicable:

Percent Common Line (PCL)

Percent Intralata Terminating Traffic

**2.11.9 Measurement of Access Minutes**

Customer traffic is measured at company switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating End User's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating End User's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating End User's office, indicating the terminating End User has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.11.10 Network Congestion**

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

**2.12 AUTOMATIC NUMBER IDENTIFICATION****2.12.1 General**

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

**2.12.2 Up to 7 Digit Outpulsing of Access Digits to Customer**

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. The Company does not offer this service at this time.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an interstate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a carrier shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.



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**SECTION 2 - RULES AND REGULATIONS (Cont'd)****2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.12.3 Regulations (cont'd)**

F. The ten digit ANI telephone number is only available with the Company's Feature Group D equivalent service. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

G. Where ANI cannot be provided, information digits will be provided to the Customer. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

**2.13 DETERMINATION OF MILEAGE****2.13.1 Rates Based Upon Distance**

A. Where separately invoiced, services for rates which are mileage sensitive are rated on the standard airline distance measurements between the Company's switch location and Customer-designated premises or the switch of the Customer-designated premises. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telecommunications transport or line services. The wire center is a set of geographic coordinates, as may be referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven- digit telephone number).

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.13 DETERMINATION OF MILEAGE (Cont'd)

## 2.13.1 Rates Based Upon Distance (Cont'd)

B. 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 or equivalent reference.
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 
$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$
8. Alternative measurement techniques may be acceptable to include equivalent measurements taken for similarly situated carrier equipment collocated at or near Company equipment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

## 2.13 DETERMINATION OF MILEAGE (Cont'd)

2.13.2 Mileage

Where separately invoiced, the mileage used to determine the Transport monthly or usage rates is calculated as the airline distance between the Company switch where the call carried by originates or terminates and the serving wire center of the tandem the switch sub-tends. On facilities billed the mileage is billed from the switch to the customer serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.13.1.

Mileage sensitive Transport rates are shown in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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**SECTION 3 - SWITCHED ACCESS SERVICE**

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**3.1 GENERAL**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides for the use of Company network and network functionality to provide all or any part of the connection between a Customer's premises or point of presence and an End User's premises or equipment. An End User's premises or equipment may include, but is not limited to, a mobile handset device for services provided to an End User by a Commercial Mobile Radio Service ("CMRS") provider or a conference bridge or Enhanced Service Provider Platform, network or system, or functionally similar equipment collocated at the Company's switch site.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

**3.2 RATE CATEGORIES**

There are two rate categories that apply to Switched Access Service:

- Switched Access Service
- 8XX Toll-Free Access Service

All of the rate categories are billed as part of a combined or blended, per minute rate, and may be made up of other elements equivalent to those of the ILEC. Where separately invoiced, End-User Common Line services are described in Section 4 of this tariff and the rate schedule.

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SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

## RATE CATEGORIES (Cont'd)

3.2.1 Switched Access Service (SWAS)

SWAS provides for the use of Company switching equipment and network services to provide Switched Access Service where the Customer point of presence is connected directly to the Company's network or indirectly to the Company's network through a tandem switch or functionally similar equipment controlled by a third party such as an incumbent local exchange carrier. SWAS is a blended per-minute rate element and includes the functional equivalent of the services the competing ILEC would charge for the connection between the End User and the Customer point of presence. Federal Subscriber Line Charges and other flat-rated charges designed to recover costs of the common line are not included in SWAS. Per call database and other services are charged separately. 800 Data Base Access Service is charged separately. SWAS may include the following components: Tandem Switched Transport – Termination; Tandem Switched Transport - Facility, per access minute, per mile; Tandem Switching, Common Transport Multiplexing; Common Trunk Port, Local Switching and Carrier Common Line.

3.2.2 Intentionally omitted

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****RATE CATEGORIES (Cont'd)****3.2.3 8xx Toll-Free Access Service**

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate Customer based on the dialed 8XX number.

**(a) Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis.

**3.3 OBLIGATIONS OF THE COMPANY**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.3.1 Network Management**

The Company will use reasonable commercial efforts to administer its network to provide 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 Customers are able to establish connections with little or no delay encountered within the Company's network. Provided, however, that the Company makes no representation or warranties regarding the provision of any particular level or quality of service. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)****3.3.2 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 points of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. 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 based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to a Company switch or through another carrier switch and (2) the directionality of the service.

**3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance, e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.3.4 Trunk Group Measurements Reports**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.4 OBLIGATIONS OF THE CUSTOMER**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.4.1 Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable.

**A. Jurisdictional Reports**

When a Customer orders Switched Access Service, the Customer is responsible for providing reports as set forth in Section 2.11.7 preceding. Charges will be apportioned in accordance with those reports only when jurisdiction cannot be determined.

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it 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.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic, where offered, on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

**3.4.2 On and Off-Hook Supervision**

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

**3.4.3 Trunk Group Measurements Reports**

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.



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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.5 RATE REGULATIONS**

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

Access Charges are applied on a per access minute or per access minute/per mile basis. Access minute charges are accumulated over a monthly period.

**3.5.1 Minimum Periods**

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

**3.5.2 Cancellation of Access Service Order**

A. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's End User is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

## 3.5 RATE REGULATIONS, (Cont'd)

## 3.5.2 Cancellation of Access Service Order (Cont'd)

B. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

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

(3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) A charge equal to the cost incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.

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

These charges also apply to that portion of facilities cancelled in the case of a partial cancellation, i.e., in the case of a customer requesting a reduction of the number of lines, trunks, or BHMCs ordered.

(4) Charges applicable as specified in (3)(a) preceding include the nonrecoverable cost of equipment and material ordered, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervisions, transportation, rights-of-way and other associated costs.

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SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)**3.6 MONTHLY RECURRING AND NON-RECURRING CHARGES****3.6.1****A. Entrance Facility**

An Entrance Facility provides the transmission path between a customer's premises and the Company's serving wire center for that premise. The Entrance Facility is dedicated to the use of a single customer and is available for use with all the trunk side switched access services. An entrance facility is provided even if the customer's premises and the serving wire center are located in the same building.

**B. Direct Trunked Transport**

A Direct-Trunked Transport provides the transmission path between the serving wire center of a customer's premises and an end office. Direct-Trunked Transport are dedicated to the use of a single customer and do not require switching at an access tandem. Direct-Trunked Transport facilities are available for use with all trunk side switched access services. Direct- Trunked Transport has two different billing components:

Direct-Trunked Transport Facility is billed on a per mile basis between the serving wire center of a customer's premise and an end office.

Direct-Trunked Transport Termination is billed on per termination point of the transmission path between the serving wire center of a customer's premise and an end office.

**C. Multiplexer**

A DS1 to DS0 Multiplexer for switched access is only billed when a hubbing function is actually performed. Hubbing describes the termination of a Switched Transport facility to a hub office so that the facility can be multiplexed to a higher or lower capacity facility. These higher or lower facilities can then be routed to different switches or locations.

**D. Dedicated Trunk Port**

The Dedicated Trunk Port provides for the port associated with each dedicated trunk terminating on the Company's end office and is billed on a per DS1 level.

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**SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)****3.6 MONTHLY RECURRING AND NON-RECURRING CHARGES (Cont'd)****3.6.1 (Cont'd)**

E. DS3 Direct Trunked Transport – The transport facility at a DS3 level if ordered, will not be rated via tariff rates but will be priced on an ICB basis to ensure the Company recovers the full cost of providing these services.

**3.6.2 Access Order Charge**

The Access Order Charge is applied to all customer requests for new Direct and Switched Access. In addition, the Access Order Charge is applicable to customer requests for additions and changes or rearrangements to existing Direct and Switched Access. The Access Order Charge will be applied on a per order, affirmative or otherwise, basis to each order received by the Company or copy of an order received by the Company.

**3.6.3 Installation Charge**

For certain facilities and equipment, a nonrecurring installation charge, as set forth in the rate attachment following, will be applied at the service wire center for each facility /equipment installation. In addition to the installation charge, as set forth in the rate attachment following, additional charges may apply if labor and other facilities build issues arise.

**3.7 RATES AND CHARGES**

See Rate Attachment

**3.8 Back Billing**

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of two years after the service was rendered.

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SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

## 3.6 MONTHLY RECURRING AND NON-RECURRING CHARGES (Cont'd)

3.9 Taxes

Customer will be billed, and shall pay, taxes and other surcharges applicable to the service, pursuant to Section 2.8 above. Customer has the burden of proving, through appropriate documentation acceptable to taxing and regulatory authorities, any entitlement to an exemption from any tax or surcharge. In the case of Federal Universal Service Fund (USF) exemption forms, Customer must meet all requirements, and file on a periodic basis all forms or certification, specified by the Commission or the Universal Service Fund Administrator as necessary for an exemption from USF assessments.

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**SECTION 4 - END USER ACCESS, CARRIER COMMON LINE & LOCAL  
NUMBER PORTABILITY SERVICE****4.1 End User Access Service**

The Company will provide End User Access Service (End User Access) to end users who obtain from the Company any communications services (voice, data or other functionally equivalent service), including all TDM and IP based communications services, on a stand alone or integrated product basis, under the Company's local exchange tariff or under the terms of an ICB service agreement. An End User subscribing to any Company communications service, regardless of technology, who has the ability to access the public switched telephone network via this access service shall be subject to a monthly recurring charge or the Federal Subscriber Line Charge (FSLC). FSLC shall be billed to customers purchasing any service that is subject to FSLC under the provisions of this tariff even if FSLC had not been previously applied to a particular service. A telephone number is not provided with End User Access. Detail billing is not provided with End User Access. Directory listings are not included with End User Access. Intercept arrangements are not included with End User Access.

**4.1.1 Applicable Rate Elements**

The Company will provide use of End User Access subject to the following charges: Federal Subscriber Line Charge (FSLC), Subscriber Line Charge (SLC) also known as the End User Line Charge (EULC), End User Number Portability Charges (LNP or EUNPC), or National Access Charge (NAC) at rates and charges not to exceed that of the Incumbent Local Exchange Company (ILEC) in the service area of the end user.

The Company will be responsible for contacts and arrangements with End Users for the billing of End User Access charges.

**4.1.2. Payment Arrangements and Credit Allowances****4.1.2.1 Minimum Period**

The minimum period for which these charges are assessed to an end user and for which charges are applicable is the same as that in the general and/or local exchange tariffs or service agreements for the associated local telephone exchange service.

**4.1.2.2 Cancellation of Application**

End User Access is canceled when the order for the associated local telephone exchange service is canceled.

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**SECTION 4 –END USER ACCESS SERVICE, CARRIER COMMON LINE & LOCAL  
NUMBER PORTABILITY SERVICE (Cont'd)**

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**4.1 End User Access Service (Cont'd)****4.1.2. Payment Arrangements and Credit Allowances (Cont'd)****4.1.2.3 Changes to Orders**

When changes are made to orders for the local telephone exchange or functionally equivalent service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

**4.1.2.4 Allowance for Interruptions**

When there is an interruption to End User Access, requested End User Access credit allowances for interruptions will be provided as set forth for credit allowances for interruptions of Switched Access Service in 1.3.11 preceding.

**4.1.3 Rate Regulations**

The applicable End User Access Services including Federal Subscriber Line Charge, (FSLC), Subscriber Line Charge (SLC or EULC), End User Number Portability Charges (EUNPC or LNP), or National Access Charge (NAC) shall be billed to the End User of the associated local telephone exchange or functionally equivalent services, including, but not limited to Voice over Internet Protocol (VoIP) or any integrated product that includes or permits access to VoIP services. The FSLC shall be assessed at one per access line (SLC), 23 per Primary Rate Interface (PRI), and 24 per T1 for customers subscribing to local exchange and long distance services unless otherwise specified in the Customer's agreement. For other communications services the FSLC rate shall be assessed as a multiple of the base FSLC rate as set forth in the rate schedule set forth in the Rate Attachment. For the purposes of assessing End User Access Services only as described in this tariff, each channel on a Primary Rate Interface or digital 1.544 mbps circuit is considered an access line or its equivalent.

**4.2 Carrier Common Line Service****4.2.1 General**

The Company may provide Carrier Common Line Access Service to customers in conjunction with switched access service provided in Section 5 of this tariff. Carrier Common Line Access provides for the use of End Users' Company-provided common lines by customers for access to such end users to furnish interstate communications.

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**SECTION 4 - END USER ACCESS, CARRIER COMMON LINE & LOCAL NUMBER  
PORTABILITY SERVICE (Cont'd)****4.2 Carrier Common Line Service****4.2.2 Charges**

Carrier Common Line charges may be billed to each switched access service provided under this tariff in accordance with the regulations as set forth below. Access minutes for all switched access service subject to Carrier Common Line charges will be multiplied by the Access per minute rate as set forth below.

**4.3 APPLICATION OF INTERSTATE CHARGES**

Interstate rates apply only to that portion of End User Access Service provided for interstate usage. Jurisdictional reporting is required as described in Section 2.11.8 of this tariff.

**4.4 RATES AND CHARGES****4.4.1 End User Access**

Rates for the End User Access can be found in the Rate Attachment at the end of this tariff.

**4.4.2 Carrier Common Line**

Per access minute:

Terminating    \$0.0

Originating    \$0.0

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

The Company may recover the Presubscribed Interexchange Carrier Charge (PICC) from Customers through a flat-rated, monthly charge assessed per each local exchange service line or trunk. No fractional debits or credits will be created. Where the End User is presubscribed to an interexchange carrier other than the Company, the PICC is assessed on the interexchange carrier. Where the end user does not presubscribe to an interexchange carrier, or is presubscribed to the Company for toll service, the PICC is assessed on the End-User.

The Rate Regulations in the Rate Attachment apply to the assessment of the PICC.



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**SECTION 5 - END USER, CARRIER COMMON LINE & LOCAL NUMBER PORTABILITY SERVICES (Cont'd)****4.4 RATES AND CHARGES (Cont'd)****4.4.4 National Access Charge (NAC)**

The Company will recover the National Access Charge through a flat-rated, monthly end-user charge assessed per each local exchange service line or trunk. The NAC is assessed to recover the Company's costs of access to various local exchange carrier networks nationwide. For end users who have chosen the Company as a presubscribed interexchange carrier, the Company shall assess the NAC based on line type as described. The Company will make every effort to determine Customer line type in order to assess NAC. As the Company may not have information regarding Customer line type, the Customer is ultimately responsible for ensuring the Company is aware of the pertinent line type for NAC assessment purposes. NAC does not apply to customers who purchase Company services via a wholesale offering and resell those services for their use.

The Rate Regulations in the Rate Attachment apply to the assessment of end-user NAC.

**4.5 Local Number Portability (LNP)****4.5.1 General Description**

Local Number Portability (LNP) allows, where facilities permit:

- 1) a local exchange telephone service customer to maintain the same Directory Number when changing from one telecommunications service provider to another while remaining at the same location; and
- 2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., FCC No. 4 tariff.

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**SECTION 4 - END USER, CARRIER COMMON LINE & LOCAL NUMBER PORTABILITY SERVICES (Cont'd)****4.5 Local Number Portability (Cont'd)****4.5.2 Local Number Portability Query Description**

LNP Query (LNPQ) is an advanced intelligent network capability that utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network-switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination is normally responsible for querying a LNP database to secure the LRN that is then used in routing the call. In some network arrangements, a third party's tandem may be interposed between the carrier and the terminating network.

Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for an NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association, Inc. FCC No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier an LNP Query charge, as described in Section 4.5.6.A.

When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier an LNP Query charge, as shown in the Rate Attachment - Local Number Portability.

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**SECTION 4 - END USER, CARRIER COMMON LINE & LOCAL NUMBER PORTABILITY SERVICES (Cont'd)****4.5 Local Number Portability (Cont'd)****4.5.3 Local Number Portability Query Arrangements**

4.5.3.A There are two arrangements of LNPQ available through the Company's network:

LNP Query - Tandem

LNP Query - End Office

**4.5.3.B Service Application Description**

4.5.3.B.1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.

4.5.3.B.2. When a Company tandem switch performs the query on behalf of a carrier, an LNP Query-Tandem charge is applied whenever the call is to an NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. FCC No. 4 tariff.

4.5.3.B.3. When a Company end office switch performs the query on behalf of a carrier, an LNP Query-End office charge will apply when the called Directory Number has ported out of the Company switch.

**4.5.4 Limitations**

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

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**SECTION 4 - END USER, CARRIER COMMON LINE & LOCAL NUMBER PORTABILITY**  
(Cont'd)**4.5 Local Number Portability (Cont'd)****4.5.5 Local Number Portability Network Management**

The Company will use reasonable commercial efforts to administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands. The Company makes no warranty or representation of any particular level or quality of service.

**4.5.6 LNPQ Rate Regulations**

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

**4.5.6.A LNPQ Rate Elements**

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

4.5.6.A.1. Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. FCC No. 4 tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.

4.5.6.A.2. End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

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**SECTION 4 - END USER, CARRIER COMMON LINE & LOCAL NUMBER PORTABILITY**  
(Cont'd)**4.5 Local Number Portability (Cont'd)****4.5.7 Local Number Portability Surcharge**

The Local Number Portability Surcharge (LNPS or LNP) recovers the Company's costs directly related to the providing long term number portability. It is billed on a monthly basis to all end users, access customers, unbundled switch port customers, and resale customer, except for those customers who participate in the Lifeline Assistance Program or subscribe to a "Tax and Fee Inclusive" calling plan.

**4.6 Universal Service Fund Surcharge**

In addition to all other rates, taxes and surcharges in this tariff, all end users and carrier Customers which fail to provide the required exemption forms and meet the required certifications, will be assessed a Universal Service Charge on all interstate and international charges, unless specified otherwise by the terms of the product purchased. All products offered under this tariff are subject to this surcharge including, but not limited to, commercial and residential 1+ and 800/888/877 direct dial products, TRS, calling card and Operator Services. This surcharge will be applied to all charges including recurring, non-recurring, minimum usage and surcharges or special charges for service. This surcharge will appear as a separate line item on each customer's bill and is subject to change as mandated by the FCC and by the independent organization (USAC) that administers this federal program.

Universal Service – The applicable percentage rate is determined by the Federal Communications Commission and may vary by calendar quarter. For the most current rate in effect please refer to: [www.usac.com](http://www.usac.com)

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**SECTION 5 - BILLING AND COLLECTION**

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**5.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service

**5.2 RECORDING SERVICE**

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide recording service in association with the offering of Feature Group D Switched Access Service for Customer messages that can be recorded by company-provided automatic message accounting equipment.

At the request of the Customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

For Feature Group D Switched Access Service, the term "Customer message" used herein denotes an interstate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the Customer.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.2 RECORDING SERVICE (Cont'd)

5.2.1 Undertaking of the Company

A. The Company will use reasonable commercial efforts to record all Customer messages carried over Feature Group D switched access service that are available to Company-provided recording equipment or operators. No representation or warranty is made regarding quality of recording service.

Unavailable Customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by Company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company.

B. A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the company will notify the involved Customers six months prior to the change.

Assembly and editing, provision of Customer detail, data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

C. Recorded Customer message detail which is used at the request of the Customer to provide message processing and message bill processing service is not retained by the Company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by message processing service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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**SECTION 5 - BILLING AND COLLECTION (Cont'd)****5.2 RECORDING SERVICE (Cont'd)****5.2.2 Liability of the Company**

Notwithstanding 5.2.1 preceding, the Company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages of any nature whatsoever to the Customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing recording service.

**5.2.3 Obligations of the Customer**

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one month prior to the date when the Customer message detail is to be recorded, unless Customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

**5.2.4 Payment Arrangements and Audit Provision****A. Notice and Scope**

1. Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this tariff.



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SECTION 5 – BILLING AND COLLECTION (Cont'd)

## 5.2 RECORDING SERVICE (Cont'd)

## 5.2.4 Payment Arrangements and Audit Provision (Cont'd)

## A. Notice and Scope (Cont'd)

2. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.

3. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

4. The company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.

5. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

## B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.2 RECORDING SERVICE (Cont'd)

## 5.2.4 Payment Arrangements and Audit Provision (Cont'd)

## C. Requests for Examinations

1. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

2. An “examination” shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

## D. Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

## E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

## F. Cancellation of a Special Order

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

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**SECTION 5 - BILLING AND COLLECTION (Cont'd)****5.2 RECORDING SERVICE (Cont'd)****5.2.4 Payment Arrangements and Audit Provision (Cont'd)****G. Changes to Special Orders**

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

**5.2.5 Rate Regulations**

The special order charge applies for each special order accepted by the Company for recording service or for a subsequently requested change.

**5.3 AUTOMATIC NUMBER IDENTIFICATION**

ANI provided the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

**5.3.1 Rate Regulations**

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the Customer.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)**5.4 BILLING NAME AND ADDRESS SERVICE**

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on a manual basis. On a manual basis, the information will be provided by voice telecommunications, by mail, or by e-mail as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

**5.4.1 Undertaking of the Company**

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- C. The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

5.4.2 Obligations of the Customer

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

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

## 5.4.2 Obligations of the Customer (cont'd)

## D. (cont'd)

Effective on the first of January, April, July, and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- E. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

5.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis.
- C. The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all request and messages.
- D. Where the recorded message detail is sufficient to determine a message is an interstate message, the rates set forth in the rate schedule following will apply to each such message. Intrastate messages will be billed at applicable intrastate rates.
- E. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.
- F. The percentages provided in the reports as set forth in 5.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.
- G. When a Customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)**5.5 MEET POINT BILLING**

In cases where the Customer chooses to originate and/or terminate its traffic with the Company which then is either sent for termination to another Local Exchange Carrier's (LEC) network or is handed to the Company by a LEC for Company termination, Meet Point Billing (MPB) will apply. MPB means that both the Company and the other LEC will issue bills to the Customer for services rendered per terms of either Parties applicable tariffs or other arrangements or, more commonly, a multiple-bill, multiple tariff arrangement.

It is the obligation of the interconnected LEC, in the instances where traffic is originated via a Company Customer and switched and transported by the Company to interconnected LECs, to contractually arrange with the Company for presentation of records necessary for billing of a Customer's traffic. In the absence of such an arrangement, the Company assumes that interconnected LECs have sufficient information to bill relevant Customer's per their standard billing formats and governing documents.

With this multiple-bill, multiple tariff and meet point connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff. Other arrangements may be made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

**5.6 CHARGEABLE OPTIONAL FEATURES**

800 Database Access Service (888/877) is provided to all Customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.



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SECTION 5 - BILLING AND COLLECTION (Cont'd)**5.7 BLOCKING AND SCREENING:****5.7.1 International Direct Dial Blocking Service:**

International Direct Dial Blocking Service (IDDB) is an arrangement that prevents the use of certain line-side exchange services for the completion of international direct dialed calls. This arrangement recognizes and blocks, by routing such calls to a recorded announcement, any attempt to dial international direct dialed sequences of 011+ or 101XXXX011+.

International Direct Dial Blocking Service is available for use with the following line-side exchange services.

- Centrex
- Private Branch Exchange Service (PBX)
- Public Telephone Service
- Hosted PBX
- Business Enhanced Secondary Directory Number/Multiple Appearance Directory Number (MADN)

In addition, IDDB will be provided with other line-side exchange services on an unbundled basis to all business Customers where technically feasible and economically reasonable.

IDDB will be provided from suitably equipped serving wire centers as specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C No. 4.

**5.7.2 Originating Line Number Screening:**

Originating Line Number Screening (OLNS) Service provides Customers with access to the Company's Line Information Data Base to facilitate the completion of originating calls from working telephone numbers. In response to a properly formatted OLNS query, the Company will provide the originating screening requirements for call processing and billing that are associated with the originating line.

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**SECTION 5 - BILLING AND COLLECTION (Cont'd)****5.7 BLOCKING AND SCREENING (Cont'd)****5.7.3 Public Access Line (PAL) Terminating (Billed) Number Screening**

PAL Terminating (Billed) Number Screening provides screening of terminating calls to a Public Access Line Service as follows:

1. Option A, alerts operators throughout the country that collect and third number calls cannot be billed to a particular number.
2. Option B, alerts operators throughout the country that third number calls cannot be billed to a particular number.
3. Option C, alerts operators throughout the country that collect calls cannot be billed to a particular number.

PAL Terminating (Billed) Number Screening is available where facilities permit.

**5.8 ACCESS SERVICE BILLING INFORMATION**

A. The Customer has the option of receiving its primary monthly access Bill and Customer Service Record in one of the following standard mediums at no charge.

Customer is also restricted to only one standard media type per Customer CIC.

- Carrier CD –text file of the Bill and Remit
- BDT – Electronic file on Xchange's FTP site
- Email Invoice – contains a zip file of the invoice as a pdf.
- Paper invoice

Customer bills that are delivered as paper or on CD are not a standard option. However, if the Customer chooses to do so, the applicable charges listed in 5.8.G. will be applied.

B. If Customer requires additional copies of a bill or CSR, additional charges will be applied as shown in section 5.8.G

C. The rules and regulations concerning payment arrangements and credit allowances described before, applies to all primary monthly access bills, regardless of the chosen bill medium.

D. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly access bill data, and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the request basis.

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.8 ACCESS SERVICE BILLING INFORMATION (Cont'd)

E. (Cont'd)

E. Regulations regarding electronic data transmission failure will apply as follows:

1. In the event of transmission failure resulting from Company error, the Company will re-send a bill by FTP at no charge to the Customer. The bill payment due date will be negotiated between the Company and Customer for this bill.
2. In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by FTP at the same rates and charges as a request for an additional copy of the access bill as set for in 5.8.G following.
3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate access bill via email. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the access bill will apply as set forth in 5.8.G following.

F. This service may not be available for non-access rates and charges.

G. The rates and charges for the provisions of Access Service Billing Information are as follows:

- |  |   |
|--|---|
| 1. First and additional hard paper copies of the Customer's monthly bill or service and features record    | \$ .15 / page + cost of shipping on paper |
| 2. Additional electronic copies (PDF) of the Customer's monthly bill or service and features record in PDF | \$0.50 / invoice sent via e-mail          |
| 3. Additional SECABs of the Customer's monthly bill or service and features record                         | \$1.00/ invoice sent via e-mail or FTP    |
| 4. First and additional PDF of the Customer's monthly bill sent via CD                                     | \$25.00 / CD                              |
| 5. First and additional SECABs of the Customer's monthly bill sent via CD                                  | \$25.00 / CD                              |

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SECTION 5 - BILLING AND COLLECTION (Cont'd)

## 5.8 ACCESS SERVICE BILLING INFORMATION (Cont'd)

H. Each Customer at a CIC level will be allowed the opportunity to request CDRs to verify its bills for one month of service every 12 months. Should Customer request CDR's more than once within the timeframe, additional charges will be applied to each invoice level request.

1. Copies of Call Detail Records via FTP or e-mail \$0.015 / record
2. Copies of Call Detail Records via CD \$25 per CD + \$0.015 / record

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**SECTION 6 - DESCRIPTION AND APPLICATION  
OF RATES AND CHARGES****6.1 Usage Rates**

Usage rates for switched access service are rates that apply: (1) on a per access minute basis; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

**6.2 Monthly Rates**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

**6.3 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

**6.3.1 Access Order Charge**

The Access Order Charge applies to all Customer requests for new switched access service, and dedicated access service when offered, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge does not apply:

- to administrative changes as set forth in 6.3.3 below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

**6.3.2 Installation of Service**

Non-recurring charges apply to each service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

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SECTION 6 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES (Cont'd)

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## 6.3 Nonrecurring Charges (Cont'd)

6.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 6.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of Customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction.

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RATE ATTACHMENT - DEDICATED SERVICESRATES AND CHARGES**Rates****General Regulations**

- A) Except as specifically indicated, the rates set forth in this section are for dedicated services where the originating and terminating points are on the Company's existing network. In all other situations, special construction charges may apply in order to connect locations to the Company's network.
- B) Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- C) Unless otherwise indicated, rates apply uniformly in all areas served by the Company.
- D) Services for which a rate of "NOC" is listed are not offered currently.

Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

1. Point-To-Point and Multipoint Services
  - a. Voice Grade Services

[Reserved for Future Use]

- b. Digital Data Service

[Reserved for Future Use]

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RATE ATTACHMENT – SWITCHED ACCESSSERVICES RATES AND CHARGES Rates**1. Switched Access Charge (SWAS)**

Switched Access Service charges are based on the competing Incumbent Local Exchange Carriers' functionally equivalent services and associated rates in the indicated areas.

A. SWAS, per access minute, originating and terminating, all times of day, regardless of distance between Tandem and Company's Switch, blended rate:

- Verizon (NY) \$0.005724
- Verizon (NJ) \$0.005724
- Verizon (MD) \$0.005724



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**2. Direct Connections and Entrance Facility Port Charges, per port, per month**Direct Connect Port Charges

DS1 Port, per DS1, per month . . . . . ICB

DS3 Port, per DS3, per month. . . . . ICB

Entrance Facility, per month

DS1, per month. . . . . ICB

DS3 Port, per month. . . . . ICB

**3. Multiplexing, per arrangement**

DS1 to DS0. . . . . ICB

DS3 to DS1. . . . . ICB

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RATE ATTACHMENT - SWITCHED ACCESS SERVICES RATES AND CHARGES

Rates (Cont'd)

**4. Direct Trunked Transport, per month**

Termination, per termination, per month

DS1 ..... ICB

Facility, per mile, per month

DS1 ..... ICB

**5. Direct Connections and Entrance Facility Port Charges, Nonrecurring**

Port Charges per DS1

DS1 ..... ICB

Entrance Facility

DS1 ..... ICB

Direct Trunk Transport

1<sup>st</sup> DS1 ..... ICB

Additional DS1 ..... ICB

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RATE ATTACHMENT - SWITCHED ACCESS-OTHER SERVICES RATES AND CHARGES**1. Other Services**

## 800 Data Base Access Service (Customer Identification Charges)

- Basic, per query \$0.004356
- POTS translation, per query \$0.0006000
- Call Handling features, per query \$0.0019890

## Blocking and Screening Charges

## Non-Recurring Charges

- Access Order Charge \$50.00
- Installation Charge \$180.99\*\*

\*\*In addition to the Install Charge listed above, additional charges may apply if labor and/ or other facilities build issues arise.

- Terminating and Blocking Charge – ICB

## End User Access

- FSLC Monthly Recurring Charge, Per Line/Per Channel/Per Trunk

NY/NJ \$6.50

MD \$6.00

- Network Access Charge (NAC), Per Line/channel/trunk \$5.00
- End User Port Charge, per T1 \$50.00

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RATE ATTACHMENT – PRESUBSCRIBEDINTEREXCHANGE CARRIER CHARGE

## Monthly Rate

Per Primary Residential Line or Trunk	\$2.95
Per Additional Residential Line or Trunk	0.50
Per Single Line Business Line or Trunk	\$2.95
Per Multi-Line Business Line or Trunk	0.50

RATE ATTACHMENT - LOCAL NUMBERPORTABILITY RATES**Local Number Portability Query Rates**

Tandem (per query)	\$ 0.000926
End Office (per query)	\$ 0.000926

**Local Number Portability Surcharge**

Per Line/Per Channel	\$0.23
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