

**INTERSTATE ACCESS SERVICE**

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>	
Title	Second		26	2 <sup>nd</sup> Rev.	51	2nd Rev.	*
1	25 <sup>th</sup> Rev.	*	27	First	52	2nd Rev.	*
2	14 <sup>th</sup> Rev.		28	First	53	3rd Rev.	
3	13 <sup>th</sup> Rev.		29	First	54	2nd Rev.	
4	7 <sup>th</sup> Rev.	*	30	First	55	2nd Rev.	
5	Second		31	First	56	2nd Rev.	
6	2 <sup>nd</sup> Rev.		32	First	57	2nd Rev.	
7	3rd Rev.		33	First	58	2nd Rev.	
8	2nd Rev.		34	First	59	2nd Rev.	
9	3rd Rev.		34.1	1 <sup>st</sup> Rev.	60	2nd Rev.	
10	3rd Rev.		34.2	1 <sup>st</sup> Rev.	61	2nd Rev.	
11	Third		34.3	1 <sup>st</sup> Rev.	62	2nd Rev.	
12	First		34.4	Original	63	2nd Rev.	
13	3rd Rev.		34.5	Original	64	2nd Rev.	
14	3rd Rev.		34.6	Original	65	4 <sup>th</sup> Rev.	
15	2nd Rev.		34.7	1st Rev.	66	2nd Rev.	
16	First		35	First	67	3rd Rev.	
17	2nd Rev.		36	First	68	2nd Rev.	
18	First		37	First	69	2nd Rev.	
19	First		38	First	70	2nd Rev.	
20	First		39	First	71	2nd Rev.	
21	First		40	First	72	2nd Rev.	
22	First		41	2nd Rev.	73	2nd Rev.	
23	First		41.1	Original	74	2nd Rev.	
24	First		42	First	75	2nd Rev.	
25	First		43	First			
			44	Second			
			45	First			
			46	First			
			47	Second			
			48	First			
			49	First			
			50	First			

\* - indicates those pages included with this filing

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**INTERSTATE ACCESS SERVICE**

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**CHECK SHEET, (CONT'D.)**

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
281	3rd Rev.						
282	Third						
283	4th Rev.						
283.1	3rd Rev.						
284	2nd Rev.						
285	2nd Rev.						
286	Original						
287	Original						
288	Original						
289	Original						
290	Original						
291	Original						
292	Original						
293	Original						
294	Original						
295	Original						
296	Original						
297	Original						
298	Original						
299	Original						
300	Original						
301	1st Rev.	*					
302	Original						
303	Original	*					
304	Original	*					

\* - Indicates pages included with this filing.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2 – REGULATIONS, (CONT'D.)**

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
  - (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
  - (c) interruptions due to the failure or malfunction of non-company equipment;
  - (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
  - (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
  - (g) interruption of service due to circumstances or causes beyond the control of the Company.
- A. Use of alternative service provided by the Company:  
Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

(D)  
|  
(D)

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2 – REGULATIONS, (CONT'D.)**

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term. (T)

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an access service request.

2.8 Transfers and Assignments

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

**INTERSTATE ACCESS SERVICE**

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**SECTION 13 - CONTRACT TARIFFS (CONTINUED)**

13.2 Contract No. 101 (Cont'd.)

13.2.9 Rates and Charges (Cont'd.)

B. SWA IP Direct Connect Per Minute of Use Charge (Cont'd.)

21. Pennsylvania

	<u>Originating</u>	<u>Terminating</u>	
End Office Switching	\$0.002406	\$0.002406	
End Office Trunk Port	\$0.001688	\$0.001688	(T)(I)
IP Transport	\$0.000000	\$0.000000	
IP Transport Facility (Per Min / Per Mile)	\$0.000002	\$0.000002	

22. Tennessee

	<u>Originating</u>	<u>Terminating</u>	
End Office Switching	\$0.002158	\$0.002158	
End Office Trunk Port	\$0.000800	\$0.000800	
IP Transport	\$0.000168	\$0.000168	
IP Transport Facility (Per Min / Per Mile)	\$0.000020	\$0.000020	

23. Texas

	<u>Originating</u>	<u>Terminating</u>	
End Office Switching	\$0.002563	\$0.002563	
End Office Trunk Port	\$0.000900	\$0.000900	
IP Transport	\$0.000053	\$0.000053	
IP Transport Facility (Per Min / Per Mile)	\$0.000003	\$0.000003	

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**INTERSTATE ACCESS SERVICE**

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**SECTION 13 - CONTRACT TARIFFS (CONTINUED)****13.3 Contract No. 102**

13.3.1 Description: This contract provides for credits and incentive discounts associated with the customer's aggregate DS1 Direct Connect service commitment in the following Company serving wire centers ("Eligible Wire Centers"):

- j. NYCMNY83DSR;
- k. NYCMNY83DS5;
- l. NYCHNYIXDS1;
- m. NYCMNY83D4S;
- n. BSTPMALLDS4;
- o. SLKDUTHTDS0;
- p. SLKDUTHTDS1;
- q. SPKNWADZDS0; and
- r. SPKNWADZDS2.

13.3.2 Contract Availability: June 1, 2013 through June 30, 2013

13.3.3 Contract Expiration Date: June 30, 2015

13.3.4 Eligibility: In order to be eligible to subscribe to this contract tariff, the following conditions must be met:

- C. As of June 1, 2013, the customer must have DS1 Direct Connect Service in service at the Eligible Wire Centers (the "Agreement"); and
- D. For the period between January 1, 2013 and March 31, 2013, the customer must have been invoiced, for a single Access Customer Name Abbreviation ("ACNA"), a minimum of:
  - 3. \$290,000 in the aggregate for Toll Free Database Query charges; and
  - 4. \$190,000 in the aggregate for Switched Access usage charges in the Eligible Wire Centers.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 13 - CONTRACT TARIFFS (CONTINUED)****13.3 Contract No. 102, (Cont'd.)****13.3.5 Credits and Incentive Discounts:**

- A. The Query Credit is a monthly credit that equals the total monthly charges for 800 Data Base Access Service Basic Queries as specified in 6.3.3.E.1 up to a maximum credit of Thirty Thousand Dollars (\$30,000) per month. The Query Credit will apply for a maximum of 24 months from the date of subscription to this contract tariff.
- B. The Direct End Office Trunk ("DEOT") Installation Credit is a credit for the DS1s in the Eligible Wire Centers that the customer had installed pursuant to Contract Tariff No. 100 and were in service as of the Effective Date shown above.

The Incentive Discount is the following discounted rate for each Subject DS1:

\* Monthly Recurring Rate = \$40.00

- C. The discounted monthly rate will be frozen from Company-initiated rate changes through the Contract Expiration Date.