

ACCESS SERVICE

CHECK SHEET

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (cont'd)

ABBREVIATIONS (cont'd)

- DS3 Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services. (Z)
- Gbps Gigabits per second; billions of bits per second.
- ICB Individual Case Basis.
- Kbps Kilobits per second; 1000s of bits per second.
- LATA Local Access and Transport Area. A geographic area established by the US District Court for the Districts of Columbia in Civil Action No. 17-19, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company
- Mbps Megabits per second; millions of bits per second. (Z)
- N/A Not available.
- OC-48 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps.
- OC-12 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP Point of Presence.
- MIT Midcontinent Communications

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SECTION 1 – DEFINITIONS (cont'd)

RBOC Rate: The rate charged by the Regional Bell Operating Company for the state in which the service is provided.

(N)
(N)

Serving Wire Center: The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

Special Access: See Dedicated Access.

Term Agreement: A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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

Terminating Direction: The use of Switched Access Service for the completion of calls from an IC'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.

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.

United States: The United States and its territories.

Wire Center: A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 – TERMS AND CONDITIONS

2.1 Undertaking of Midcontinent Communications

The Company's service is furnished to Customers for communications purposes. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitations On Service

2.2.1 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.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law, or to protect the technical integrity of the Network.

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

2.2.4 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.

(Z)

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ACCESS SERVICE

SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.8 Minimum Period

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

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

(N)
|
|
|
(N)

2.10 Billing and Payments

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The customer shall receive its bill in paper format. Where available, special arrangements can be made for non-paper billing alternatives. Such bills are due upon receipt, regardless of the media utilized for their delivery. It shall be the Customer's responsibility to contact the Company within a reasonable time frame after the end of such billing cycle if the bill is not received. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

(N)
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(N)

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.10 Billing and Payments (cont'd)

- 2.10.2** The Company shall bill for all services rendered within 540 days of the scheduled billing date or shall forfeit the right to collect for such charges. (C)
The Company has the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 540-day period. The Company shall adjust any such charges from the Customer's service charges. (C)

NOTE: Add 30 days for Third Party Billing Considerations.

- 2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (last business day of the month) and are payable in immediately available funds.

If any portion of the payment is received by the Company after the payment due date, as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged). The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. Any claim must be submitted to the Company within 60 days of receipt of billing for the disputed services, must specify the amount in dispute and must describe the basis for the claim in detail. If the Customer does not submit a claim in accordance with the procedures described in this Section 2.11, the Customer waives all rights to filing a claim thereafter. In the case of a dispute concerning the appropriate regulatory treatment of traffic, the Customer must provide specific information that demonstrates the jurisdiction or type of the traffic subject to the dispute. (C)

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.11 Claims and Disputes (cont'd)

Disputes must be sent to the Midcontinent address on the invoice.

In order for a dispute to be considered “valid”, Customers must submit disputes with sufficient documentation to support the claim. Claims without sufficient documentation to process will be rejected by Midcontinent and the Customer will be contacted and notified of such. Payment in full will be expected at that time.

Sufficient documentation consists of the following information, where such information is relevant to the dispute:

Special Access and Switched Access Circuits

- The nature of the dispute (i.e., incorrect rate, incorrect circuit; type (incorrect mileage, etc.), including basis for dispute;
- Circuit ID(s)
- Billing Account Number(s) (BANs) assigned by Midcontinent;
- Amount of money in dispute by jurisdiction; and
- Invoice number.

Usage

- Nature of the dispute (i.e. incorrect rate, incorrect minutes-of-use, etc.), including basis for dispute;
- Type of usage (i.e., originating or terminating, direct or tandem routed);
- Midcontinent end office where the MOU originated or terminated (if applicable);
- Number of minutes in dispute by jurisdiction, direction and routing method;
- Billing Account Number(s) (BANs) assigned by Midcontinent;
- Amounts of money in dispute by jurisdiction
- Invoice number

The Company and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute. This data may include, but is not limited to summarized usage data by date.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.11 Claims and Disputes (cont'd)

If the Company determines that the dispute is not valid and the Customer disagrees with the decision, the parties agree to meet in an attempt to reach an understanding of each party's position and recommendation for resolution by either or both sides and establish a series of follow-up meetings, if necessary. If after sufficient informational meetings have occurred with no resolution and the parties still disagree on the billing, the Customer and Midcontinent will escalate the dispute as set forth in 2.11.1, following.

2.11.1. Resolution of the dispute, or a plan to resolve the dispute, is expected to occur at the first level of management within sixty (60) calendar days resulting in a recommendation for settlement of the dispute and closure of the issue. If the dispute is not resolved within the allotted time frame, the following resolution procedures will be implemented:

1. If the disputed is not resolved within sixty (60) calendar days of receipt of an acceptable documented claim, or ongoing meetings to settle the dispute are not occurring or any deemed non-productive, the dispute will be escalated to the Regulatory contact(s) for each of the respective parties for resolution. If the dispute is not resolved within thirty (30) calendar days after involvement of Regulatory, the dispute will be escalated to the next higher level of management for each of the respective parties for resolution.
2. Each party will provide to the other Party an escalation list for resolving billing disputes at the time the dispute is escalated to their respective Regulatory departments. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in 2.11.1.1 preceding.

If the dispute is not resolved within sixty (60) days of receipt of an acceptable documented claim or if either Party is deemed to not be acting in good faith to resolve the dispute, the Formal Dispute Resolution process outlined in section 2.11.3, Formal Dispute Resolution, following may be invoked.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.11 Claims and Disputes (cont'd)

2.11.2. Resolution of the Dispute.

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, Midcontinent shall credit the Customer's bill for the amount of the disputed charges. No interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3, preceding. Midcontinent will credit the Customer's bill within sixty (60) days of the resolution of the dispute.
3. In the event that the Company agrees to refund a credit by check, the late factor credit will be applied up to and including the date of issuance of the check.
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the company and the Customer has withheld the disputed amount, the Customer shall pay Midcontinent the disputed amount and any associated late payment charges as set forth in section 2.10. Billing and Payment, preceding, by the next billing due date after resolution of the dispute.
6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.11.

2.11.3 Formal Dispute Resolution

All unresolved disputes arising out of the provision of services under this Tariff may be submitted to the Commission for resolution in accordance with its dispute resolution process. The outcome of such process will be binding on the parties, subject to any right to appeal a decision reached by the Commission under applicable law. The Company and the Customer will notify one another in the event that this route is taken.

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SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

3.9 Recurring Charges

A. Carrier Common Line Access Service

Per Minute Charge:

| <u>Originating</u> | <u>Terminating</u> | |
|--------------------|--------------------|-------------------|
| \$0.00000 | \$0.00000 | (D) (D) (C) |

B. Tandem Switched Management Services

1. Installation Charge: ICB
2. Port Connections: ICB
Monthly Charge: ICB

DS1 Port Connection: ICB
DS3 Port Connection: ICB
3. Per Minute Charge:

| | | |
|---------------------------|------------|-----|
| Tandem Switching | \$0.002252 | (C) |
| Tandem Transport Fixed | \$0.00024 | (C) |
| Tandem Transport per Mile | \$0.00003 | (C) |
4. Switch Management Services Expedited Trunk Code Routing Changes (1-15 codes)

| | | |
|--------------|-----|--|
| Nonrecurring | ICB | |
|--------------|-----|--|

C. End Office Local Switching

| <u>Per Access Minute</u> | | |
|--------------------------|------------|-------------------|
| Local Switching | \$0.001974 | (D) (D) (C) |
| End Office Port | \$0.000747 | (C) |

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SECTION 3-SWITCHED ACCESS SERVICE (cont'd)

3.9 Recurring Charges (cont'd)

D. 8XX Data Base Access Service Queries

| | | |
|-----------|------------|-----|
| Per Query | \$0.004053 | (C) |
|-----------|------------|-----|

E. Special Construction

ICB

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SECTION 5 – MISCELLANEOUS CHARGES

5.1 End User Access Charge

| | <u>Primary Residential or Single Line Business</u> (per line or trunk) | <u>Non-primary Residential</u> (per line or trunk) | <u>Centrex & Multiline Business</u> (per line or trunk) | ISDN PRI (per facility) | |
|----|---|---|--|-----------------------------------|-----|
| MN | RBOC Rate | RBOC Rate | RBOC Rate | RBOC Rate | (C) |
| ND | RBOC Rate | RBOC Rate | RBOC Rate | RBOC Rate | (C) |
| SD | RBOC Rate | RBOC Rate | RBOC Rate | RBOC Rate | (C) |

Note: It is the Interexchange Carrier's responsibility to ensure the End User Access Charge is passed on to the End User.

(D)

ACCESS SERVICE

SECTION 8 – LOCAL NUMBER PORTABILITY (cont'd)

8.7 LNPQ Rates

| | | |
|----------------------------------|--------------|-----|
| LNP Query Tandem (per query) | \$ RBOC Rate | (C) |
| LNP Query-End Office (per query) | \$ RBOC Rate | (C) |

8.8 LNP End User Surcharge

8.8.1 The Company will assess a monthly number-portability charge to Customer's end users served by LNP-capable switches. The charge applies to Company's end users served by LNP-capable switches effective with this tariff section. The Company will assess the charge in each end office at such time as the end office becomes LNP Capable.

8.8.2 The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:

8.8.2.1 When a Customer is provided Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice-grade equivalent channels over a single T-1 facility, the LNP End User Surcharge for the ISDN-PRI is assessed per T-1 facility.

8.8.2.2 When a Customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk.

The LNP End User Surcharge is not assessed to Lifeline Customers.