

MCIMETRO ACCESS TRANSMISSION SERVICES LLC
d/b/a VERIZON ACCESS TRANSMISSION SERVICES
OR ANY SUCCESSOR ENTITY

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REGULATIONS, RULES AND SCHEDULE OF INTERSTATE CHARGES
FOR SWITCHED ACCESS SERVICES
within the United States

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

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THIS TARIFF REPLACES IN ITS ENTIRETY MCIMETRO ACCESS TRANSMISSION SERVICES,
INC. TARIFF FCC NO. 1 WHICH WAS ORIGINALLY EFFECTIVE NOVEMBER 1, 1995

THIS TARIFF REPLACES IN ITS ENTIRETY MCIMETRO ACCESS TRANSMISSION SERVICES
LLC TARIFF FCC NO. 2 AND MCIMETRO ACCESS TRANSMISSION SERVICES LLC TARIFF FCC
NO. 3 WHICH WAS ORIGINALLY EFFECTIVE MAY 26, 2004.

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SWITCHED ACCESS SERVICECHECK SHEET

The Title Page, Pages 1 - 131 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below, comprise all changes from the original tariff in effect on the date hereof.

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SWITCHED ACCESS SERVICE

CONCURRING CARRIERS

No Concurring Carriers

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N

CONNECTING CARRIERS

No Connecting Carriers

N
N

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

N
N

EXPLANATION OF SYMBOLS

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- M - To signify a move in the location of text
- N - To signify new rate or regulation
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation
- Z - To signify a correction

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access service within the United States by MCImetro Access Transmission Services LLC. This tariff also contains regulations, rates and charges applicable to the provision of carrier common line, end user access and other miscellaneous services, including local number portability service, provided to customers by all the common carrier affiliates of Company, as issuing carriers in the states in which they are authorized to operate.

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SWITCHED ACCESS SERVICEA. DEFINITIONS

Access Code: A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and Customers' premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Service.

Bit: The smallest unit of information in the binary system of notation.

Business Service: A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a business or commercial rate in the applicable local exchange service tariff for switched service.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

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SWITCHED ACCESS SERVICEA. DEFINITIONS (CONTINUED)

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: MCImetro Access Transmission Services LLC, a Delaware corporation, or any successor entity, which is the issuer of this tariff,

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

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

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to interstate service provided by an Exchange Carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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SWITCHED ACCESS SERVICEA. DEFINITIONS (CONTINUED)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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SWITCHED ACCESS SERVICE

A. DEFINITIONS (CONTINUED)

Mbps: Megabits, or millions of Bits per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Service divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Company involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Network: The Company's digital fiber optics-based network located in the continental United States.

Network Services: The Company's telecommunications Access Service offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

Off-Net: A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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

On-Net: A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

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SWITCHED ACCESS SERVICEA. DEFINITIONS (CONTINUED)

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) it wishes to access, without an Access Code, for completing interLATA, interstate calls. This IXC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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

Residential Service: A switched network service which provides for dial station originations for which the subscriber pays a rate that is described as a residential, non-commercial, or non-business rate in the applicable local exchange service tariff for switched service.

Service Commencement Date: For Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

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SWITCHED ACCESS SERVICEA. DEFINITIONS (CONTINUED)

Service Order: The written request for Access Service executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Service offered on the Company's Network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

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

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SWITCHED ACCESS SERVICE

B. REGULATIONS

1. Undertaking of the Company

1.1 Scope: Access Service consist of furnishing access service in connection with one-way and/or two way information transmission between points within the Continental United States under the terms of this tariff.

1.2 Shortage of Equipment or Facilities

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

1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required, at the sole discretion of the Company.

1.2.3 The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.3 Terms and Conditions

- 1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 1.3.4 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.3.5 below.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.3 Terms and Conditions (Continued)

1.3.5 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1.3.6 A Customer shall not: (i) use any service mark or trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (ii) refer to the Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of the Customer or of a third party on behalf of or with the authorization of the Customer, without the written approval of the Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of the Company; (ii) all good will resulting therefrom vests solely in the Company; and, (iii) it will neither have nor make any claim in or to such mark(s).

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)1. Undertaking of the Company (Continued)1.4 Liability of the Company

1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section B.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section B.6, the Company's liability, if any, shall be limited as provided herein.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

- 1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one of more of these federal, state, or local governments, or of any military authority; preemption of existing services to restore service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for interconnection with Access Service; or (b) for the acts or omissions of other Common Carriers or warehousemen.
- 1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.7 The Company shall not be liable for any defacement of or damage to the Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

1.4.8 Notwithstanding the Customer's obligations as set forth in Section B.3.2 below, the Company shall be indemnified, defended, and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and,
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others;
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications;
- patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User or another Interexchange Carrier; or
- all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

1.4.10 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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

1.4.12 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)1. Undertaking of the Company (Continued)1.4 Liability of the Company (Continued)

1.4.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon 10 days written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

1.4.15 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein, unless it is due to the gross negligence of the Company.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)1. Undertaking of the Company (Continued)1.4 Liability of the Company (Continued)

1.4.16 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carriers, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

1.5 Notification of Service Affecting Activities

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

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.6 Provision of Equipment and Facilities

- 1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 1.6.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.6 Provision of Equipment and Facilities (Continued)

1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or.
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment

1.6.7 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

1.6.8 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)1. Undertaking of the Company (Continued)1.7 Non-routine Installation

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

1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (a) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of the services;
- (c) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (e) where installation is to be on an expedited basis;

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B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.8 Special Construction (Continued)

- (f) on a temporary basis until permanent facilities are available;
- (g) installation involving abnormal costs; or
- (h) in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined as described in Section E.4.5 following.

1.9 Ownership of Facilities

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

2. Prohibited Uses

- 2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, and decisions.
- 2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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B. REGULATIONS (CONTINUED)

3. Obligations of the Customer

3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omission of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment used to provide Access Service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 3.1(c) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.1 (Continued):

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment . The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section B.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)3. Obligations of the Customer (Continued)3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

3.3 Jurisdictional Reporting

- 3.3.1 Percent Interstate Usage (PIU): The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide the Company with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth in 3.3.1.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.1 Percent Interstate Usage (PIU) (Continued):

3.3.1.1 Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the results to the Company (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

3.3.1.1.1 If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PIU on a monthly basis. If a Customer has never provided the Company a Quarterly PIU Report and has never provided a PIU factor in a Access Service Request, the Company will set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

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B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.1 Percent Interstate Usage (PIU) (Continued):

3.3.1.2 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). Originating access minutes will be measured as follows, based on type of access:

3.3.1.2.1 For Feature Group D Switched Access Service(s), as defined in Section D.1.1.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company of a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

3.3.1.2.2 For Feature Group D with 950 Access, as defined in Section E.4.3.1(e), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

3.3.1.2.3 For 500, 700, 8XX, Toll Free 8YY Transit Traffic Service, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The Company will apply the PIU filed by the Customer for 8XX to the 8YY Transit Traffic delivered to Customer.

3.3.1.3 Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.3.1.

SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)3. Obligations of the Customer (Continued)3.3 Jurisdictional Reporting (Continued)

3.3.2 Percent Local Usage (PLU): The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Local Usage (PLU). In addition, the Customer must provide the Company with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by the Company to apportion the Customer's use and/or charges between exchange and intrastate service. If the Customer fails to provide the required PLU report, the PLU factor will be determined as set forth in 3.3.2.2 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

3.3.2.1 Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the results to the Company (Quarterly PLU Report). The Quarterly PLU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.

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B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.2 Percent Local Usage (PLU) (Continued):

3.3.2.1 (Continued)

3.3.2.1.1 If the Customer does not provide the Company a Quarterly PLU Report, the Company will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PLU Report or the Customer is a new customer, the Company will assume the PLU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PLU on a monthly basis based on call detail. If a Customer has never provided the Company a Quarterly PLU Report and has never provided a PLU factor in a Access Service Request, the Company will set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.3 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor within 30 days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

3.3.3.1 The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company and/or the Customer may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)4. Customer Equipment and Channels4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

4.2 Station Equipment

4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section B.6 following is not applicable.

4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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B. REGULATIONS (CONTINUED)

4. Customer Equipment and Channels (Continued)

4.3 Interconnection of Facilities

4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Service and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

4.3.2 Access Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

4.4 Inspections

4.4.1 Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements

5.1 Payment for Service: The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Service. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

¹ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may in its sole discretion elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.1 Payment for Service (Continued):

5.1.3 If billing systems or other support is not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.

5.1.4 Service-related credit amounts due the Customer that are related to, or based on, service usage will be applied before the application of taxes; and service-related credit amounts due the Customer that are not related to, or based on, service usage will be applied after the application of taxes.

5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. All bills for services provided to or on behalf of the Customer by the Company are due in immediately available funds.

5.2.1 Non-Recurring Charges are payable when the service for which they are specified has been performed. Recurring Charges which are not dependant on usage will be billed in advance of the month in which service is to be provided. The Company shall bill Non-Recurring Charges and Recurring charges monthly to the Customer.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.2 All charges are due and payable within 30 days after the invoice date.

5.2.2.1 If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday), the payment due date shall be as follows:

5.2.2.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following that day; and,

5.2.2.1.2 If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day following such Saturday or Holiday.

5.2.3 Charges which are billed on a monthly recurring basis apply each month or fraction thereof. T

5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

5.2.5 Amounts not paid within 30 days after the date of invoice will be considered past due and subject to the following late payment provisions.

5.2.5.1 Late Payment Charges: Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay to the Company the lesser of: (a) an annual interest rate of eighteen percent (18%); or (b) the maximum amount allowed by law.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

- 5.2.6 If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 30 days after the date of the invoice and make such payments in cash or the equivalent of cash.
- 5.2.7 If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within two years from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the Customer.
- 5.2.8 If a service is disconnected by the Company in accordance with Section 5.6 following and later restored, restoration of service will be subject to all applicable installation charges.
- 5.2.9 Billing Disputes: If the customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.
 - 5.2.9.1 Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:
 - The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;
 - The type of usage (i.e., originating or terminating);
 - The Company end office where the minutes of use originated or terminated (if applicable);
 - The number of minutes in dispute;

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B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.9 Billing Disputes (Continued):

5.2.9.1 (Continued)

The billing account number(s) (BANs) assigned by the Company;

The dollar amount in dispute;

The date of the bill(s) in question;

Circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) should also be provided;

Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and, is the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,

Any other information necessary to facilitate dispute resolution.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.2 Billing and Collection of Charges (Continued)5.2.9 Billing Disputes (Continued):

5.2.9.1 (Continued)

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

5.2.9.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

5.2.9.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts: Any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth in Section 5.2.5 preceding. The Company will resolve the dispute and assess interest credits or late payment charges to the Customer as follows:

5.2.9.3.1 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 credits or late payment charges will apply to the disputed amounts.

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B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.9 Billing Disputes (Continued):

5.2.9.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts (Continued):

5.2.9.3.2 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 5.2.5.

5.2.9.3.3 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount plus interest at a rate of .0005 percent, compounded daily from the date of payment to the resolution date.

5.2.9.3.4 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.

5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the End User.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved (Continued)

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connect (as defined in Section D.1.3.2) rate elements as specified in this Tariff.

The Company must notify the Customer of : 1) the meet point billing option that will be used; 2) the telephone company(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

- 5.3.1 The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- 5.3.2 In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- 5.3.3 Separate bills will be rendered by the Exchange Carriers for FGD access service.

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SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.3. Ordering, Rating and Billing of Access Services Where More Than One
Exchange Carrier Is Involved (Continued)

5.3.4 Rating and Billing of Service: Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
 - 1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.4 Deposits

5.4.1 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required in the Company's sole discretion at any time to provide the Company with a security deposit. The deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three months' actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions. In addition, the company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at a rate of 6 percent annually will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's sole discretion, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.4 Deposits (Continued)

5.4.2 In the Company's sole discretion, a deposit may be required in addition to an Advance Payment.

5.4.3 The charges set forth in this tariff for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

5.5 Refusal and Discontinuance of Service

5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer as specified in Section 5.5.10.2, discontinue or suspend service without incurring any liability.

5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

5.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

5.5.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.5 Refusal and Discontinuance of Service (Continued)

- 5.5.6 If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, the Company will begin applying a closed account maintenance charge of \$2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.
- 5.5.9 Upon the Company's discontinuance of service to the Customer under Section 5.5.1 or 5.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.5 Refusal and Discontinuance of Service (Continued)

5.5.10 When access service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effective discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

5.5.11 In its sole discretion, the Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

5.5.11.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 5.5.10.1. (a-h) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

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B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.11 (Continued)

5.5.11.1 (Continued)

- (c) The Customer states that it will not comply with a request of the Company for Advance Payment in accordance with Section 5.4 above or for security for the payment for service(s) in accordance with Section 5.5.1 above; or
- (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means or devices; or

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B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.11 (Continued)

5.5.11.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

5.5.11.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 5.5.1 above; or

5.5.11.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

5.6 Cancellation of Application for Service

5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as specified in this Section and Section C.2.3.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)5. Payment Arrangements (Continued)5.6 Cancellation of Application for Service (Continued)

5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

5.6.3 The special charges described in 5.6.1 and 5.6.2 will be calculated and applied on an Individual Case Basis.

6. Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff, by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 6.1 for the part of the service that the interruption affects.

6.1 Credit for Interruptions

6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)6. Allowances for Interruptions in Service (Continued)6.1 Credit for Interruptions (Continued)

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

6.1.3 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

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 Carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers 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;

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B. REGULATIONS (CONTINUED)

6. Allowances for Interruptions in Service (Continued)

6.2 Limitations on Allowances (Continued)

- (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;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

6.2.1 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.

6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)7. Cancellation of Service

- 7.1 If a Customer cancels service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 6.1 above), the Customer agrees to pay to the 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 Section B.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

The terms and conditions specified in Section C.2.3 will apply for cancellation of an Access Service Request.

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.

9. Notices and Communications

- 9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

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SWITCHED ACCESS SERVICEB. REGULATIONS (CONTINUED)9. Notices and Communications (Continued)

9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

10. Billing Name and Address: Billing Name and Address (BNA) provides a record of the billing name and address of an end user who has an Automatic Number Identification (ANI) recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunication services) for telecommunication services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal billing relationship with the customers.

BNA is provided for the purpose of permitting the Customer to bill its telecommunications services to its end users and may not be resold or used for any other purposes, 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.

10.1 Undertaking of the Company

- (a) All requests for information must be by facsimile.
- (b) The Company will specify the format in which requests are to be submitted.
- (c) BNA will be provided for the ANI furnished by the customer to the extent a billing name and address exists in the Company's records. BNA will not be provided for those end users who have requested that their BNA not be disclosed for collect and billed third-party calls.

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B. REGULATIONS (CONTINUED)

10. Billing Name and Address (Continued):

10.2 Obligations of the Customer

- (a) With each order for BNA, the customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.
- (b) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" 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.
- (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, data bases or market data, records files and data bases or other systems it assembles through the use of BNA service.

10.3 Usage Rates: Billing Name and Address (BNA) customers will be assessed a per-record request charge for each BNA record the customer requests. This charge will billed to the customer on a monthly basis. The BNA per-record request charge applies regardless of whether the requested BNA record is available in the Company's information database.

Per-Record Request Rate

\$0.75

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED

1. General: This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

- 1.1 Ordering Conditions: All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(es);
 - b. Billing name and address (when different from Customer name and address)
 - c. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED (CONTINUED)1. General (Continued):

- 1.2 Provision of Other Services: Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

2. Access Order: An ASR is required by the Company to provide a Customer Switched Access, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED (CONTINUED)2. Access Order (Continued):

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections D.1.3.1 and D.1.3.2, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

2.1 Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

2.1.1 Standard Interval: The Standard Interval for Switched Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

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SWITCHED ACCESS SERVICE

C. ORDERING OPTIONS FOR SWITCHED (CONTINUED)

2. Access Order (Continued):

2.1 Access Service Date Intervals (Continued):

2.1.2 Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company; or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED (CONTINUED)2. Access Order (Continued):

- 2.2 Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new Access Service Request with a new Service Commencement Date interval.

- 2.2.1 Service Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new Service Commencement Date may not exceed the original service date by more than 30 calendar days. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31st day. If the Customer still requires the service, the Customer must place a new ASR with the Company.

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED (CONTINUED)2. Access Order (Continued):2.2 Access Service Request Modifications (Continued):

2.2.2 Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access Service only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR.

2.2.3 Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company. The request for an earlier Service Commencement Date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the Service Commencement Date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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SWITCHED ACCESS SERVICE

C. ORDERING OPTIONS FOR SWITCHED (CONTINUED)

2. Access Order (Continued):

2.2 Access Service Request Modifications (Continued):

2.2.3 Expedited Order Charge (Continued):

If the Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite Charge will not apply.

In the event that the Customer cancels an expedite request or requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section E.4.2.

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SWITCHED ACCESS SERVICEC. ORDERING OPTIONS FOR SWITCHED (CONTINUED)2. Access Order (Continued):

- 2.3 Cancellation of an Access Service Request: A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. 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. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service. However, the new Service Commencement Date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be cancelled.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil riots or wars, the Company shall not be liable for such delay and the Customer may cancel the ASR.

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SWITCHED ACCESS SERVICE

C. ORDERING OPTIONS FOR SWITCHED (CONTINUED)

2. Access Order (Continued):

2.4 Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Nonrecurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DS1 to DS3);
- (5) A change in Switched Access Service Traffic Type;

2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE1. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and Charges are set forth in Section E.4. The application of rates for Switched Access Service is described in Section E.2.

1.1 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

1.1.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level, and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code, where available, for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option. End Users of a Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein. The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE1. General (Continued)1.1 Provision and Description of Switched Access Service Arrangements (Continued)1.1.1 Feature Group D (FGD) Access (Continued)

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

1.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of Trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Service Trunk groups.

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SWITCHED ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (CONTINUED)

1. General (Continued)

1.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Connect
- B. Tandem Connect
- C. 800 Data Base Access Service
- D. Toll Free 8YY Transit Traffic Service
- E. Optional Features

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T

1.3.1 Direct Connect: The Company will provide Direct Connect between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

The Customer must order Direct Connect under the Option 1 rate option:

Option 1: This Direct Connect rate category is comprised of a per minute of use charge.

SWITCHED ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (CONTINUED)

1. General (Continued)

1.3 Rate Categories (Continued)

1.3.2 Tandem Connect: Tandem Connect consists of circuits from the Customer's tandem provider to the Company's Local Switching Center.

The Customer must order Tandem Connect under the Option 1 rate option.

Option 1: The Tandem Connect rate category is comprised of a Minutes of Use (MOU) based charge.

1.3.3 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

1.3.4 Toll Free 8YY Transit Traffic Service

Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party that is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. The connection to the interexchange carrier can be either directly via a Direct End Office Trunk (DEOT) from the Company's switch to the IXC or indirectly via another LEC tandem switch. In addition to the 800 Database Access Service described in Section D.1.3.3 above, this service provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free 8YY Transit Traffic Service call, the Company will charge only for 800 Data Base Access Service Basic Query, the tandem switching, common multiplexing and the tandem transport (termination and facility) functionalities. No charges for the carrier common line charge, the local switching charge nor the end office port charge are incorporated into the rate. The rates for Toll Free 8YY Transit Traffic Service set forth in Section E.4.3.3 are usage sensitive. Records exchange, rating, and billing for Toll Free 8YY Transit Traffic Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB). To the extent the Company jointly provides Toll Free 8YY Transit Traffic Service in conjunction with a third-party carrier that will bill Interexchange Carrier Customers of that third-party carrier's switched access service, pursuant to that third-party carrier's tariff or other authority, for that third party carrier's portion of the total service, the Company and third-party carrier(s) will enter into a billing agreement with all billing carriers which is consistent with the provisions contained in MECAB. Toll Free 8YY Transit Traffic Service calls routed to an Incumbent Local Exchange Carrier's (ILEC) Tandem Switching facility will conform to the LATA restrictions as defined both in said ILEC's switched access tariff and in MECAB.

SWITCHED ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (CONTINUED)

1. General (Continued)

1.3 Rate Categories (Continued)

1.3.5 Switched Access Service Optional Features

1.3.5.1 Nonchargeable Optional Features: Where transmission facilities permit, Company will, at the option of the Customer, provide the following nonchargeable optional feature, as described in Section E.4.1, in association with Switched Access Service.

(a) Supervisory Signaling

1.3.5.2 Chargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section E.4.2, in association with Switched Access Service.

(a) 800 Data Base Access Service Basic Query

(b) Signaling Transfer Point Access

1.3.5.3 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section E.4.3.

SWITCHED ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (CONTINUED)

1. General (Continued)

1.3 Rate Categories (Continued)

1.3.5 Switched Access Service Optional Features (Continued)

1.3.5.3 Feature Group D Optional Features (Continued)

1.3.5.3.1 Common Switching Optional Features: At the Customer's option, the following standard features are available:

- a) Alternate Traffic Routing
- b) Automatic Number Identification (ANI)
- c) Cut-Through
- d) Service Class Routing
- e) Feature Group D with 950 Access
- f) Signaling System Seven (SS7)
- g) Basic Initial Address Message Delivery
- h) Called Directory Number Delivery
- i) Flexible Automatic Number Identification Delivery

1.4 Billing Validation Service: The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)1. General (Continued)1.4 Billing Validation Service (Continued):

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

1.5 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

1.6 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

1.7 Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section C. Also included in that section are other charges which may be associated with ordering Switched Access Service.

1.8 Interstate Line Charge: The Company will provide each End User of the Company's local exchange service with the capability to originate and terminate interstate calls as part of the basic local exchange service offered by the Company under its relevant tariff. The Interstate Line Charge will be assessed on a per line basis, as specified in Section F.1.

1.9 Presubscription: An end User may designate a Primary Interexchange Carrier (PIC) as defined herein, for completing interLATA, interstate calls. The PIC charge as specified in Section F.2 will apply.

2. Obligations of Company

In addition to the obligations of the Company set forth in other sections of this Tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)2. Obligations of Company (Continued)2.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Access Service. 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 Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancels the completion of traffic), over 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 failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in B.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section B.5.5 and/or damages under Section B.3.

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)3. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- 3.1 Report Requirements: When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section B.3.3 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth therein.
- 3.2 Supervisory Signaling: The Customer's facilities at the Premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- 3.3 Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

4. Switched Access Service Optional Features: Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

4.1 Nonchargeable Optional Feature

- (a) Supervisory Signaling: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

4.2 Chargeable Optional Feature

- (a) 800 Data Base Access Service: The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)4. Switched Access Service Optional Features (Continued):4.2 Chargeable Optional Feature (Continued)

- (b) Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge, as specified in Section E.4.4.2 will apply.

4.3 Feature Group D Optional Features4.3.1 Common Switching Optional Features

- a) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the Access Tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or Access Tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.
- b) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a Trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a trunk group between an Access Tandem and a Customer's Premises.

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SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)4. Switched Access Service Optional Features (Continued):4.3 Feature Group D Optional Features (Continued)4.3.1 Common Switching Optional Features (Continued)b) Automatic Number Identification (ANI) (Continued):

The ten-digit ANI telephone number is only available with Feature Group D. 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 those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

c) Cut-Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.d) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.e) Feature Group D with 950 Access: This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same Trunks.

ALL MATERIAL ON THIS PAGE IS NEW

SWITCHED ACCESS SERVICED. SWITCHED ACCESS SERVICE (CONTINUED)4. Switched Access Service Optional Features (Continued):4.3 Feature Group D Optional Features (Continued)4.3.1 Common Switching Optional Features (Continued)

- f) Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.
- g) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- h) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.

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SWITCHED ACCESS SERVICE

D. SWITCHED ACCESS SERVICE (CONTINUED)

4. Switched Access Service Optional Features (Continued):

4.3 Feature Group D Optional Features (Continued)

4.3.1 Common Switching Optional Features (Continued)

- i) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES1. Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are two types of rates and charges that apply to Switched Access Service. These are usage rates and Non-Recurring Charges.

1.1 Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

1.2 Non-Recurring Charges: Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

1.2.1 Installation of Service: Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or Trunk.

1.3 Rate Zone: A Rate Zone is a geographic area that comprises a specific Incumbent Local Exchange Carrier's ("ILEC's") serving territory within a state. All Usage Rates and Charges will be assessed based on the serving territory of the Incumbent Local Exchange Carrier ("ILEC") from which a call originates or to which a call terminates. Section E.4.3.1 contains a chart identifying the Rate Zone associated with each specific ILEC serving area within each state.

2. Application of Rates

2.1 Direct Connect: The Direct Connect rate is assessed based on the per-minute of use charges found in a particular state and in some cases, within specific zones in specific states. Rates and charges for each state and zone are found in Section E.4.3.1.1.

The Tandem Connect rates will apply for all Direct Connect usage which overflows to the Access Tandem.

2.2 Tandem Connect: The Tandem Connect rate is assessed on a per-minute-of-use basis and is applicable to all tandem routed Switched Access Service minutes of use. The rate will vary based on whether the Company pays the ILEC for leased tandem switching capability on a call. Tandem Connect Rates are also Rate Zone based, and use the same Rate Zones found in Section E.4.3.1.

Rates and charges for Tandem Connect minutes for which the Company does not lease the tandem switching function from the ILEC are set forth in Section E.4.3.2.1 following. Rates and charges for Tandem Connect minutes for which the Company does lease the tandem switching function from the ILEC are set forth in Section E.4.3.2.2 following.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)2. Application of Rates (Continued)

2.3 8XX Number Translation Charge: The 8XX Number Translation Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

2.4 Toll Free 8YY Transit Traffic Service: The Toll Free 8YY Transit Traffic Service rates are assessed on a per minute of use basis. If the 8YY call is delivered to the IXC over DEOTs, the Toll Free 8YY Direct Transit Minute of Use Rate will apply. If the call is instead delivered to the IXC indirectly via another LEC tandem, Toll Free 8YY Indirect Transit Minute of Use Rate will apply. These charges incorporate only the tandem switching, and appropriate portions of common multiplexing and tandem transport functionalities into the rate. Additionally, the 800 Data Base Basic Query Charge identified in Section E.4.4.1 will apply on a per query basis.

3. Billing of Access Minutes: When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SWITCHED ACCESS SERVICE

E. SWITCHED ACCESS RATES (CONTINUED)

4. Rates and Charges

4.1 Rate Zones

State	Zone 1 ILEC	Zone 2 ILEC	Zone 3 ILEC	Zone 4 ILEC
AK	A			
AL	C			
AR	F			
AZ	K			
CA	D	M		
CO	K			
CT	E	N		
DC	L			
DE	L			
FL	C	M	H	
GA	C			
HI	J			
IA	K			
ID	K			
IL	B	Q		
IN	B	Q	G	
KS	F			
KY	C	G		
LA	C			
MA	N			
MD	L			
ME	O			
MI	B			
MN	K			
MO	F			
MS	C			
MT	K			
NC	C	Q	H	
ND	K			
NE	K			
NH	O			
NJ	L	H		
NM	K			
NV	R (C)	H		
NY	N	I		
OH	B	Q	G	H
OK	F			

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.1 Rate Zones (Continued)

State	Zone 1 ILEC	Zone 2 ILEC	Zone 3 ILEC	Zone 4 ILEC
OR	K	Q		
PA	L	H		
RI	N			
SC	C	Q		
SD	K			
TN	C	H		
TX	F	M		
UT	K			
VA	L (C)	M		
VT	O			
WA	K	Q		
WI	B	Q		
WV	P (C)			
WY	K			

KEY	
A.	Alaska Telephone Company
B.	The Ameritech Operating Companies
C.	BellSouth Telecommunications, Inc.
D.	Pacific Bell Telephone Company
E.	Southern New England Telephone Company
F.	Southwestern Bell Telephone Company
G.	Cincinnati Bell Telephone Company
H.	CenturyLink Operating Companies (Tariff FCC No. 9)
I.	Frontier Telephone Companies (Tariff FCC No. 2) (Rochester)
J.	Hawaiian Telcom, Inc.
K.	CenturyLink Operating Companies (Tariff FCC No. 11)
L.	The Verizon Telephone Companies (Tariff FCC No. 1)
M.	Verizon Telephone Companies (Tariff FCC No. 14)
N.	The Verizon Telephone Companies (Tariff FCC No. 11)
O.	The Fairpoint Telephone Companies (Tariff FCC No. 1)
P.	Frontier Telephone Companies (Tariff FCC No.4)
Q.	Frontier Telephone Companies (Tariff FCC No.5)
R.	Nevada Bell Telephone Company (Tariff FCC No. 1)

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access4.3.1 Direct Connect Charges:

State	Per Minute Charge							
	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.002889	(R)						
Alaska	\$ 0.045396							
Arkansas	\$ 0.003463							
Arizona	\$ 0.002721							
California	\$ 0.007316		\$ 0.003594					
Colorado	\$ 0.002721							
Connecticut	\$ 0.004533		\$ 0.004094					
District of Columbia	\$ 0.004094							
Delaware	\$ 0.004094							
Florida	\$ 0.002889	(R)	\$ 0.003792		\$ 0.004125			
Georgia	\$ 0.002889	(R)						
Hawaii	\$ 0.002593							
Idaho	\$ 0.002721							
Illinois	\$ 0.003487		\$ 0.002622					
Indiana	\$ 0.003487		\$ 0.002809		\$ 0.004831			
Iowa	\$ 0.002721							
Kansas	\$ 0.003463							
Kentucky	\$ 0.002889	(R)	\$ 0.004831					
Louisiana	\$ 0.002889	(R)						
Maine	\$ 0.003859							
Maryland	\$ 0.004094							
Massachusetts	\$ 0.004094							
Michigan	\$ 0.003487							
Minnesota	\$ 0.002721							
Mississippi	\$ 0.002889	(R)						
Missouri	\$ 0.003463							

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access4.3.1 Direct Connect Charges (Continued):

Per Minute Charge								
State	Zone 1		Zone 2		Zone 3		Zone 4	
Montana	\$ 0.002721							
Nebraska	\$ 0.002721							
Nevada	\$ 0.003005		\$ 0.004493					
New Hampshire	\$ 0.003859							
New Jersey	\$ 0.004094		\$ 0.004382					
New Mexico	\$ 0.002721							
New York	\$ 0.004094		\$ 0.003651	(R)				
North Carolina	\$ 0.002889		\$ 0.002572		\$ 0.004121			
North Dakota	\$ 0.002721							
Ohio	\$ 0.003487		\$ 0.003756		\$ 0.004831		\$ 0.004049	
Oklahoma	\$ 0.003463							
Oregon	\$ 0.002721		\$ 0.002923					
Pennsylvania	\$ 0.004094		\$ 0.004382					
Rhode Island	\$ 0.004094							
South Carolina	\$ 0.002889		\$ 0.002550					
South Dakota	\$ 0.002721							
Tennessee	\$ 0.002889		\$ 0.004246					
Texas	\$ 0.003463		\$ 0.004098					
Utah	\$ 0.002721							
Vermont	\$ 0.003859							
Virginia	\$ 0.004094		\$ 0.004094					
Washington	\$ 0.002721		\$ 0.002252					
West Virginia	\$ 0.003854							
Wisconsin	\$ 0.003487		\$ 0.003228					
Wyoming	\$ 0.002721							

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.2 Tandem Connect4.3.2.1 Tandem Connect Charges – No Tandem Switching¹

<u>Per Minute Charge</u>								
State	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.003737	(R)						
Alaska	\$ 0.053516							
Arkansas	\$ 0.003608							
Arizona	\$ 0.003447							
California	\$ 0.007919		\$ 0.003624					
Colorado	\$ 0.003447							
Connecticut	\$ 0.004723		\$ 0.004124					
District of Columbia	\$ 0.004124							
Delaware	\$ 0.004124							
Florida	\$ 0.003737	(R)	\$ 0.003822		\$ 0.005748			
Georgia	\$ 0.003737	(R)						
Hawaii	\$ 0.003209							
Idaho	\$ 0.003447							
Illinois	\$ 0.003806		\$ 0.002652					
Indiana	\$ 0.003806		\$ 0.002839		\$ 0.007426			
Iowa	\$ 0.003447							
Kansas	\$ 0.003608							
Kentucky	\$ 0.003737	(R)	\$ 0.007426					
Louisiana	\$ 0.003737	(R)						
Maine	\$ 0.003904							
Maryland	\$ 0.004124							
Massachusetts	\$ 0.004124							
Michigan	\$ 0.003806							
Minnesota	\$ 0.003447							
Mississippi	\$ 0.003737	(R)						
Missouri	\$ 0.003608							

These Tandem Connect Charges include only the following ILEC rate elements at the time of this filing: Local Switching ("LS"), Tandem Transport-Termination ("TTT"); 15 miles of Tandem Transport Facility ("TTF"); Common Transport Multiplexing ("Cmn Mux"), and Shared End-Office Trunk Port (Cmn Trk Prt).

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.2 Tandem Connect (Continued)4.3.2.1 Tandem Connect Charges – No Tandem Switching¹ (Continued):

<u>Per Minute Charge</u>								
State	Zone 1		Zone 2		Zone 3		Zone 4	
Montana	\$ 0.003447							
Nebraska	\$ 0.003447							
Nevada	\$ 0.003263		\$ 0.005177					
New Hampshire	\$ 0.003904							
New Jersey	\$ 0.004124		\$ 0.005630					
New Mexico	\$ 0.003447							
New York	\$ 0.004124		\$ 0.005401	(R)				
North Carolina	\$ 0.003737		\$ 0.002602		\$ 0.005492			
North Dakota	\$ 0.003447							
Ohio	\$ 0.003806		\$ 0.003786		\$ 0.007426		\$ 0.005391	
Oklahoma	\$ 0.003608							
Oregon	\$ 0.003447		\$ 0.002953					
Pennsylvania	\$ 0.004124		\$ 0.005630					
Rhode Island	\$ 0.004124							
South Carolina	\$ 0.003737		\$ 0.002580					
South Dakota	\$ 0.003447							
Tennessee	\$ 0.003737		\$ 0.005251					
Texas	\$ 0.003608		\$ 0.004128					
Utah	\$ 0.003447							
Vermont	\$ 0.003904							
Virginia	\$ 0.004124		\$ 0.004124					
Washington	\$ 0.003447		\$ 0.002282					
West Virginia	\$ 0.003884							
Wisconsin	\$ 0.003806		\$ 0.003258					
Wyoming	\$ 0.003447							

¹ These Tandem Connect Charges include only the following ILEC rate elements at the time of this filing: LS, TTT, 15 miles of TTF, Cmn Mux and Cmn Trk Prt.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.2 Tandem Connect Charges: (Continued)4.3.2.2 Tandem Connect Charges – With Tandem Switching²

<u>Per Minute Charge</u>								
State	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.004882	(R)						
Alaska	\$ 0.058788							
Arkansas	\$ 0.003896							
Arizona	\$ 0.005699							
California	\$ 0.008961		\$ 0.005198					
Colorado	\$ 0.005699							
Connecticut	\$ 0.005357		\$ 0.005698					
District of Columbia	\$ 0.005698							
Delaware	\$ 0.005698							
Florida	\$ 0.004882	(R)	\$ 0.005396		\$ 0.007086			
Georgia	\$ 0.004882	(R)						
Hawaii	\$ 0.004409							
Idaho	\$ 0.005699							
Illinois	\$ 0.004926		\$ 0.004497					
Indiana	\$ 0.004926		\$ 0.005239		\$ 0.009427			
Iowa	\$ 0.005699							
Kansas	\$ 0.003896							
Kentucky	\$ 0.004882	(R)	\$ 0.009427					
Louisiana	\$ 0.004882	(R)						
Maine	\$ 0.005504							
Maryland	\$ 0.005698							
Massachusetts	\$ 0.005698							
Michigan	\$ 0.004926							
Minnesota	\$ 0.005699							
Mississippi	\$ 0.004882	(R)						
Missouri	\$ 0.003896							

² These Tandem Connect Charges include only the following ILEC rate elements at the time of this filing: LS, Tandem Switching ("TS"), TTT, 15 miles of TTF, Cmn Mux and Cmn Trk Prt.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.2 Tandem Connect Charges (Continued):4.3.2.2 Tandem Connect Charges – With Tandem Switching (Continued)²

<u>Per Minute Charge</u>							
State	Zone 1		Zone 2		Zone 3		Zone 4
Montana	\$ 0.005699						
Nebraska	\$ 0.005699						
Nevada	\$ 0.004325		\$ 0.007283				
New Hampshire	\$ 0.005504						
New Jersey	\$ 0.005698		\$ 0.007068				
New Mexico	\$ 0.005699						
New York	\$ 0.005698		\$ 0.005501 (R)				
North Carolina	\$ 0.004882		\$ 0.004251		\$ 0.006131		
North Dakota	\$ 0.005699						
Ohio	\$ 0.004926		\$ 0.006186		\$ 0.009427		\$ 0.005515
Oklahoma	\$ 0.003896						
Oregon	\$ 0.005699		\$ 0.007284				
Pennsylvania	\$ 0.005698		\$ 0.007068				
Rhode Island	\$ 0.005698						
South Carolina	\$ 0.004882		\$ 0.004980				
South Dakota	\$ 0.005699						
Tennessee	\$ 0.004882		\$ 0.006200				
Texas	\$ 0.003896		\$ 0.005702				
Utah	\$ 0.005699						
Vermont	\$ 0.005504						
Virginia	\$ 0.005698		\$ 0.005698				
Washington	\$ 0.005699		\$ 0.005946				
West Virginia	\$ 0.005568						
Wisconsin	\$ 0.004926		\$ 0.005658				
Wyoming	\$ 0.005699						

² These Tandem Connect Charges include only the following ILEC rate elements at the time of this filing: LS, TS, TTT, 15 miles of TTF, Cmn Mux and Cmn Trk Prt.

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SWITCHED ACCESS SERVICE

E. SWITCHED ACCESS RATES (CONTINUED)

4. Rates and Charges (Continued)

4.3 Switched Access (Continued)

4.3.3 Toll Free 8YY Transit Traffic Service¹:

4.3.3.1 Rates Per Direct Transit Minute

8YY Stand-alone Rates Direct/State	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.001439	(R)						
Alaska	\$ 0.006719							
Arkansas	\$ 0.000341							
Arizona	\$ 0.002420							
California	\$ 0.001181		\$ 0.001576					
Colorado	\$ 0.002420							
Connecticut	\$ 0.000710		\$ 0.001576					
District of Columbia	\$ 0.001576							
Delaware	\$ 0.001576							
Florida	\$ 0.001439	(R)	\$ 0.001576		\$ 0.001792			
Georgia	\$ 0.001439	(R)						
Hawaii	\$ 0.001313							
Idaho	\$ 0.002420							
Illinois	\$ 0.001196		\$ 0.001845					
Indiana	\$ 0.001196		\$ 0.002400		\$ 0.002538			
Iowa	\$ 0.002420							
Kansas	\$ 0.000341							
Kentucky	\$ 0.001439	(R)	\$ 0.002538					
Louisiana	\$ 0.001439	(R)						
Maine	\$ 0.001603							
Maryland	\$ 0.001576							
Massachusetts	\$ 0.001576							
Michigan	\$ 0.001196							
Minnesota	\$ 0.002420							
Mississippi	\$ 0.001439	(R)						
Missouri	\$ 0.000341							

¹ This is a blended rate comprised of the following ILEC rate elements at the time of this filing: Tandem Switching, one-half of the Tandem Transport Termination rate; one mile of Tandem Transport Facility, and one-half of the Common Multiplexer rate.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.3 Toll Free 8YY Transit Traffic Service¹ (continued):4.3.3.1 Rates Per Direct Transit Minute (Continued)

8YY Stand-alone Rates Direct/State	Zone 1		Zone 2		Zone 3		Zone 4	
Montana	\$ 0.002420							
Nebraska	\$ 0.002420							
Nevada	\$ 0.001139		\$ 0.002338					
New Hampshire	\$ 0.001603							
New Jersey	\$ 0.001576		\$ 0.001919					
New Mexico	\$ 0.002420							
New York	\$ 0.001576		\$ 0.000625					
North Carolina	\$ 0.001439	(R)	\$ 0.001649		\$ 0.001156			
North Dakota	\$ 0.002420							
Ohio	\$ 0.001196		\$ 0.002400		\$ 0.002538		\$ 0.000568	
Oklahoma	\$ 0.000341							
Oregon	\$ 0.002420		\$ 0.004332					
Pennsylvania	\$ 0.001576		\$ 0.001919					
Rhode Island	\$ 0.001576							
South Carolina	\$ 0.001439	(R)	\$ 0.002400					
South Dakota	\$ 0.002420							
Tennessee	\$ 0.001439	(R)	\$ 0.001250					
Texas	\$ 0.000341		\$ 0.001576					
Utah	\$ 0.002420							
Vermont	\$ 0.001603							
Virginia	\$ 0.001576		\$ 0.001576					
Washington	\$ 0.002420		\$ 0.003664					
West Virginia	\$ 0.001686							
Wisconsin	\$ 0.001196		\$ 0.002400					
Wyoming	\$ 0.002420							

¹ This is a blended rate comprised of the following ILEC rate elements at the time of this filing: Tandem Switching, one-half of the Tandem Transport Termination rate; one mile of the Tandem Transport Facility, and one-half of the Common Multiplexer rate..

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.3 Toll Free 8YY Transit Traffic Service¹: (Continued)4.3.3.2 Rates Per Indirect Transit Minute

8YY Stand-alone Rates Indirect/State	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.001733	(R)						
Alaska	\$ 0.008166							
Arkansas	\$ 0.000394							
Arizona	\$ 0.002588							
California	\$ 0.001320		\$ 0.001578					
Colorado	\$ 0.002588							
Connecticut	\$ 0.000785		\$ 0.001578					
District of Columbia	\$ 0.001578							
Delaware	\$ 0.001578							
Florida	\$ 0.001733	(R)	\$ 0.001578		\$0.002246			
Georgia	\$ 0.001733	(R)						
Hawaii	\$ 0.001426							
Idaho	\$ 0.002588							
Illinois	\$ 0.001271		\$ 0.001847					
Indiana	\$ 0.001271		\$ 0.002402		\$0.003075			
Iowa	\$ 0.002588							
Kansas	\$ 0.000394							
Kentucky	\$ 0.001733	(R)	\$ 0.003075					
Louisiana	\$ 0.001733	(R)						
Maine	\$ 0.001606							
Maryland	\$ 0.001578							
Massachusetts	\$ 0.001578							
Michigan	\$ 0.001271							
Minnesota	\$ 0.002588							
Mississippi	\$ 0.001733	(R)						
Missouri	\$ 0.000394							

¹ This is a blended rate comprised of the following ILEC rate elements at the time of this filing: Tandem Switching, Tandem Transport Termination, two miles of the Tandem Transport Facility, and the Common Multiplexer rate.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.3 Switched Access (Continued)4.3.3 Toll Free 8YY Transit Traffic Service¹ (continued):4.3.3.2 Rates Per Indirect Transit Minute (Continued)

8YY Stand-alone Rates Indirect/State	Zone 1		Zone 2		Zone 3		Zone 4	
Montana	\$ 0.002588							
Nebraska	\$ 0.002588							
Nevada	\$ 0.001216		\$ 0.002569					
New Hampshire	\$ 0.001606							
New Jersey	\$ 0.001578		\$ 0.002400					
New Mexico	\$ 0.002588							
New York	\$ 0.001578		\$ 0.001200					
North Carolina	\$ 0.001733	(R)	\$ 0.001651		\$ 0.001672			
North Dakota	\$ 0.002588							
Ohio	\$ 0.001271		\$ 0.002402		\$ 0.003075		\$ 0.001011	
Oklahoma	\$ 0.000394							
Oregon	\$ 0.002588		\$ 0.004334					
Pennsylvania	\$ 0.001578		\$ 0.002400					
Rhode Island	\$ 0.001578							
South Carolina	\$ 0.001733	(R)	\$ 0.002402					
South Dakota	\$ 0.002588							
Tennessee	\$ 0.001733	(R)	\$ 0.001551					
Texas	\$ 0.000394		\$ 0.001578					
Utah	\$ 0.002588							
Vermont	\$ 0.001606							
Virginia	\$ 0.001578		\$ 0.001578					
Washington	\$ 0.002588		\$ 0.003666					
West Virginia	\$ 0.001688							
Wisconsin	\$ 0.001271		\$ 0.002402					
Wyoming	\$ 0.002588							

¹ This is a blended rate comprised of the following ILEC rate elements at the time of this filing: Tandem Switching, Tandem Transport Termination, two miles of Tandem Transport Facility, and the Common Multiplexer rate.

SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.4 Chargeable Optional Features4.4.1 800 Data Base Access Service Basic Query

Per Query								
State	Zone 1		Zone 2		Zone 3		Zone 4	
Alabama	\$ 0.004210							
Alaska	\$ 0.005300	(R)						
Arkansas	\$ 0.002531							
Arizona	\$ 0.004053							
California	\$ 0.004777		\$ 0.008668	(R)				
Colorado	\$ 0.004053							
Connecticut	\$ 0.003393		\$ 0.004356	(I)				
District of Columbia	\$ 0.004356	(I)						
Delaware	\$ 0.004356	(I)						
Florida	\$ 0.004210		\$ 0.004356	(R)	\$ 0.008843			
Georgia	\$ 0.004210							
Hawaii	\$ 0.008160							
Idaho	\$ 0.004053							
Illinois	\$ 0.002304		\$ 0.009838					
Indiana	\$ 0.002304		\$ 0.009089		\$ 0.002391			
Iowa	\$ 0.004053							
Kansas	\$ 0.002531							
Kentucky	\$ 0.004210		\$ 0.002391					
Louisiana	\$ 0.004210							
Maine	\$ 0.003702							
Maryland	\$ 0.004356	(I)						
Massachusetts	\$ 0.004356	(I)						
Michigan	\$ 0.002304							
Minnesota	\$ 0.004053							
Mississippi	\$ 0.004210							
Missouri	\$ 0.002531							

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.4 Chargeable Optional Features4.4.1 800 Data Base Access Service Basic Query (Continued)

State	Zone 1	Per Query		Zone 2	Zone 3	Zone 4
Montana	\$ 0.004053					
Nebraska	\$ 0.004053					
Nevada	\$ 0.005177		\$ 0.012072			
New Hampshire	\$ 0.003702					
New Jersey	\$ 0.004356		\$ 0.006679			
New Mexico	\$ 0.004053					
New York	\$ 0.004356		\$ 0.006745 (R)			
North Carolina	\$ 0.004210		\$ 0.009080		\$ 0.008046	
North Dakota	\$ 0.004053					
Ohio	\$ 0.002304		\$ 0.008568		\$ 0.002391	\$ 0.006755
Oklahoma	\$ 0.002531					
Oregon	\$ 0.004053		\$ 0.009813			
Pennsylvania	\$ 0.004356		\$ 0.006679			
Rhode Island	\$ 0.004356					
South Carolina	\$ 0.004210		\$ 0.008677			
South Dakota	\$ 0.004053					
Tennessee	\$ 0.004210		\$ 0.009618			
Texas	\$ 0.002531		\$ 0.004356			
Utah	\$ 0.004053					
Vermont	\$ 0.003702					
Virginia	\$ 0.004356		\$ 0.004356			
Washington	\$ 0.004053		\$ 0.009914			
West Virginia	\$ 0.003835					
Wisconsin	\$ 0.002304		\$ 0.007998			
Wyoming	\$ 0.004053					

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SWITCHED ACCESS SERVICEE. SWITCHED ACCESS RATES (CONTINUED)4. Rates and Charges (Continued)4.4 Chargeable Optional Features (Continued)4.4.2 Signaling Transfer Point Access

T

	<u>Monthly Per Mile</u>	<u>Non-Recurring Per Port</u>	<u>Via Third Party</u>
Arizona	ICB	ICB	ICB
California	ICB	ICB	ICB
Colorado	ICB	ICB	ICB
Connecticut	ICB	ICB	ICB
District of Columbia	ICB	ICB	ICB
Florida	ICB	ICB	ICB
Georgia	ICB	ICB	ICB
Illinois	ICB	ICB	ICB
Indiana	ICB	ICB	ICB
Kentucky	ICB	ICB	ICB
Maryland	ICB	ICB	ICB
Massachusetts	ICB	ICB	ICB
Michigan	ICB	ICB	ICB
Minnesota	ICB	ICB	ICB
New Jersey	ICB	ICB	ICB
New York	ICB	ICB	ICB
North Carolina	ICB	ICB	ICB
Ohio	ICB	ICB	ICB
Oregon	ICB	ICB	ICB
Pennsylvania	ICB	ICB	ICB
Tennessee	ICB	ICB	ICB
Texas	ICB	ICB	ICB
Virginia	ICB	ICB	ICB
Washington	ICB	ICB	ICB
Wisconsin	ICB	ICB	ICB

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SWITCHED ACCESS SERVICE

E. SWITCHED ACCESS RATES (CONTINUED)

4. Rates and Charges (Continued)

4.5 Special Construction

4.5.1 Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an individual basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.5.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

4.5.2.1 The termination liability period is the initial service term with respect to said specially constructed facilities.

4.5.2.2 The amount of the maximum termination liability is equal to the rates and charges established pursuant to Sections E.4.5.1 and E.4.5.2.

4.5.2.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section E.4.5.2.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)1. Interstate Line Charge (Continued)1.1 Business Service (Continued)

The Interstate Line charge will not apply to Business Service customers who receive service under the Local Plus program as described in the Company's various intrastate tariffs and/or the Service Guide.

- 1.1.1 The following monthly recurring charges will be applied per line or trunk to invoices of Business Service customers, based on service location, and will be pro-rated (based on the number of days per month) for any partial monthly period. For new and renewal Lines/Trunks added after May 2005, and for service locations not listed in Section 1.1.1, and for customers that access Company service via Unbundled Network Element – Platform (UNE-P) or similar services, the charges in Section 1.1.2 will apply.

<u>Location</u>	<u>Charge</u>	
Alabama	\$8.23	N
Arizona	8.64	
Arkansas	6.42	N
California (service areas not listed below)	4.62	T
California – Verizon	7.92	N
Colorado	9.44	
Connecticut	8.48	
Delaware	6.31	N
District of Columbia	3.99	
Florida (service areas not listed below)	8.23	R
		D
		D
		D
		D
		D
- Orlando, FL (Embarq)	8.76	N
-Tampa, FL	9.43	
		D
Georgia	8.23	
Idaho	6.52	N
Illinois	4.75	
Indiana	6.03	
Iowa	4.92	N
Kansas	6.42	N
Kentucky	7.13	R
Louisiana	8.23	
Maine	8.48	N
Maryland	6.47	
Massachusetts	8.48	

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

1.1.1 (Continued)

<u>Location</u>	<u>Charge</u>	
Michigan	\$5.64	
Minnesota	5.13	
Mississippi	8.23	N
Missouri	6.42	
Montana	9.20	N
Nebraska	5.07	N
Nevada	6.25	N
New Hampshire	8.48	N
New Jersey	6.51	
New Mexico	9.66	N
New York (Verizon)	8.48	T
-Rochester, NY (Frontier)	7.77	T
North Carolina	8.23	
Ohio (cities not listed below)	5.68	
- Cincinnati, OH	5.59	
Oklahoma	6.42	N
Oregon (service areas not listed below)	7.71	R
-Portland, OR - (Frontier)	9.66	T
		D
Pennsylvania	6.31	
Rhode Island	8.48	N
South Carolina	7.13	N
South Dakota	6.66	N
Tennessee	8.23	
Texas	6.42	
Utah	8.33	N
Virginia	6.91	
Washington (service areas not listed below)	7.71	R
-Seattle, WA (Frontier)	9.66	T
		D
		D
West Virginia	8.33	N
Wisconsin	5.37	
Wyoming	9.20	N

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)1. Interstate Line Charge (Continued)1.1 Business Service (Continued)

- 1.1.2 The following monthly recurring charges will be applied to invoices of Business Service customers, with the exception of the customers described in Section 1.2.2 following, who access Company service: (C)
(C)

	<u>Charge</u>	
Lines (Per Line) ¹	\$6.90	(I)
Trunks (Per Trunk) ²	\$6.90	(I)
T1/PRI (Per T1) ²	\$34.50	(I)

¹ Effective May, 2005, this charge applies to any new or renewal Lines added.

² Effective July 1, 2007, this charge applies to any new or renewal Trunks or T1/PRIs (Per T1) added.

SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

D

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

D

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued)

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

1. Interstate Line Charge (Continued)

1.1 Business Service (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)1. Interstate Line Charge (Continued)

- 1.2.1 Residential Service¹: The following monthly recurring charges will be applied per account to invoices of Residential Service customers, based on location of service and number of lines per account: (T)

<u>Number of Lines</u>	<u>Charge</u>
1	\$6.50
2 +	7.00

- 1.2.2 Business Service: The following monthly recurring charge is applicable to small business customers governed by the General Service Agreement who also receive Company local service via Unbundled Network Element Platform or a successor arrangement: (N)

<u>Charge</u>
Per Line \$6.50

(N)

¹ Customers in Arizona who are enrolled in the Arizona Senior Assistance Program are exempt from this charge.

SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

2. PIC Change Charge: A \$1.49 non-recurring per change charge will apply except as follows.

For End Users in Indiana, Kentucky, Ohio, a \$5.00 non-recurring charge will apply for the first line or trunk for which an End User's Primary Interexchange Carrier (PIC) is changed per an End User's PIC change order and a \$1.50 non-recurring charge will apply for each subsequent line or trunk changed under that same PIC change order.

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge:

3.1 (RESERVED FOR FUTURE USE)

C

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)3. Local Number Portability (LNP) Service Charge (Continued):3.2 Business Service:

3.2.1 Resold Business Service: The following monthly recurring per-line, per-trunk or per-ISDN-PRI channel charges will apply to invoices of Business Service end user customers of resold service provided by the Company in the following locations:

<u>Location</u>	<u>Monthly Recurring Charge</u>		
	<u>Per Line</u>	<u>Per Trunk</u>	<u>Per-ISDN-PRI Channel</u>
California	\$0.50	\$4.50	N/A
Illinois	0.41	N/A	N/A
Louisiana	0.35	3.15	\$1.75
New York	0.23	N/A	N/A
North Carolina	0.35	3.15	1.75
Tennessee	0.35	3.15	1.75

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3. Local Number Portability (LNP) Service Charge (Continued):

3.2 Business Service (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

3.2 Business Service (Continued):

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3. Local Number Portability (LNP) Service Charge (Continued):

3.2 Business Service (Continued):

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3. Local Number Portability (LNP) Service Charge (Continued):

3.2 Business Service (Continued):

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)3. Local Number Portability (LNP) Service Charge (Continued):3.2 Business Service (Continued):3.2.2 Facilities-Based Business Service:

T

3.2.2.1 Monthly Recurring Charges: The following monthly recurring charge(s) will be applied on a per-location basis, per line, per channel or per trunk to invoices of those Business Service end-user customers of facilities-based service who are subject to the Interstate Line Charge pursuant to Section F.1.1.1 of this tariff:

C
C
C
C
C

<u>Location (MSA)</u>	<u>Monthly Recurring Charge</u>			
	<u>ISDN-PRI Per Line</u>	<u>Per Channel</u>	<u>Per Trunk</u>	
Alabama	\$0.37	\$1.84	\$3.31	N
Arkansas	0.35	1.73	3.12	N
Arizona	0.45	2.26	4.06	
Buffalo, NY	0.24	1.21	2.17	
California (Verizon)	0.38	1.89	3.40	T
California (AT&T)	0.36	1.79	3.21	T D D
Colorado	0.45	2.26	4.06	
Connecticut (service areas not listed below)	0.24			N
-Hartford	0.42	2.10	3.78	T
-Stamford	0.24	1.21	2.17	N
District of Columbia	0.24	1.21	2.17	
Delaware	0.23	1.21	2.17	N
Florida (service area not listed below)	0.37	1.84	3.31	T
-Orlando, FL (Embarq)	0.50	2.52	4.54	M(x)
-Tampa, FL (Verizon)	0.38	1.89	3.40	M(x)
Georgia	0.37	1.84	3.31	
Idaho	0.43			N D
Illinois	0.29	1.47	2.65	
Indiana	0.29	1.47	2.65	
Iowa	0.43			N
Kansas	0.35	1.73	3.12	N
Kentucky	0.35	1.75	3.15	
Louisiana	0.37	1.84	3.31	N
Maine	0.24	1.21	2.17	N
Maryland	0.24	1.21	2.17	
Massachusetts	0.24	1.21	2.17	D
Michigan	0.29	1.47	2.65	
Minnesota	0.45	2.26	4.06	N
Mississippi	0.37	1.84	3.31	N
Missouri	0.35	1.73	3.12	

(x) Certain rates on this page formerly appeared on Original Page No. 122.

Certain rates previously found on this page can now be found on 1st Revised Page No. 122.

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

3.2 Business Service (Continued):

3.2.2 Facilities-Based Business Service (Continued):

3.2.2.1 Monthly Recurring Charges (Continued):

<u>Location (MSA)</u>	<u>Monthly Recurring Charge</u>			
	<u>Per Line</u>	<u>ISDN-PRI Per Channel</u>	<u>Per Trunk</u>	
Montana	\$0.43			N
Nebraska	0.43			N
Nevada	0.43	\$2.15	\$3.87	N
New Hampshire	0.24	1.21	2.17	N
New Jersey	0.24	1.21	2.17	
New Mexico	0.45	2.26	4.06	N
New York-(service areas not listed below)	0.24	1.21	2.17	T
-Rochester, NY (Frontier)	0.36	1.79	3.21	T
North Carolina	0.37	1.84	3.31	
				D
				D
Ohio (service areas not listed below)	0.29	1.47	2.65	T
-Cincinnati	0.37	1.84	3.31	M(x)
Oklahoma	0.35	1.73	3.12	N
Oregon (service areas not listed below)	0.45	2.26	4.06	T
-Portland, OR (Frontier)	0.38	1.89	3.40	T
Pennsylvania	0.24	1.21	2.17	
Rhode Island	0.24	1.21	2.17	N
South Carolina	0.37			N
South Dakota	0.43			N

(x) Certain rates on this page formerly appeared on Original Page No. 121.

Certain rates previously found on this page can now be found on 1st Revised Page No. 121 and on 1st Revised Page No. 123.

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SWITCHED ACCESS SERVICEF. MISCELLANEOUS CHARGES (CONTINUED)3. Local Number Portability (LNP) Service Charge (Continued):3.2 Business Service (Continued):3.2.2 Facilities-Based Business Service (Continued):3.2.2.1 Monthly Recurring Charges (Continued):

<u>Location (MSA)</u>	<u>Monthly Recurring Charge</u>				
	<u>Per Line</u>	<u>ISDN-PRI Per Channel</u>	<u>Per Trunk</u>		
Tennessee	\$0.37	\$1.84	\$3.31	T	D
Texas	0.35	1.73	3.12		D
Utah	0.45	2.26	4.06	N	D
Virginia	0.24	1.21	2.17		D
Washington (service areas not listed below)	0.45	2.26	4.06	T	D
-Seattle, WA (Frontier)	0.38	1.89	3.40	T	D
West Virginia	0.23			N	N
Wisconsin	0.29	1.47	2.65		
Wyoming	0.43			N	M(x)

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

D

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F. MISCELLANEOUS CHARGES (CONTINUED)

3. Local Number Portability (LNP) Service Charge (Continued):

D

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

4. PIC Verification Service:

PIC Verification Service enables an interexchange carrier (IC) to obtain verification of its End User's Primary Interexchange Carrier (PIC) selection manually. A manual request may be initiated by the IC providing the telephone number that requires verification to the Company by means of a written request.

An IC may request verification of the following information:

- Carrier Identification Code (CIC)
- End User Customer's name
- End User Customer's address
- Working Telephone Number (WTN)
- Billing Telephone Number (BTN)
- Number of Customers who are subscribed to Company service that have selected a particular IC for either interLATA or intraLATA service.

Any information received through PIC Verification Service shall:

- not be resold or otherwise provided to another person, corporation, partnership or entity;

- be used only for establishing and maintaining IC service for end users who have requested service; and,

- not be used for marketing purposes.

Charge: A \$0.75 charge will apply for each successful PIC verification.

ALL MATERIAL ON THIS PAGE IS NEW

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SWITCHED ACCESS SERVICE

F. MISCELLANEOUS CHARGES (CONTINUED)

5. Carrier Access Charge – B:

- 5.1 Residential Service: A \$4.49 monthly recurring per-line charge applies per account to invoices of Residential Service customers based on number of lines per account. This charge helps to offset increased costs incurred by the Company providing and maintaining network facilities.
- 5.2 UNE-P-Accessed Business Service: A \$7.49 monthly recurring per-line charge applies per account to invoices of UNE-P Accessed Business Service customers based on number of lines per account. The charge is only applicable to small business customers governed by the General Service Agreement who also receive Company local service supported via Unbundled Network Element Platform. This charge helps to offset increased costs incurred by the Company providing and maintaining network facilities.

SWITCHED ACCESS SERVICE

G. (RESERVED FOR FUTURE USE)

C

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SWITCHED ACCESS SERVICE

G.

C

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