

ACCESS SERVICE

RATES, RULES AND CHARGES

Title Page and Pages 1 to 22-45, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 7 contains all changes from the original tariff that are in effect on the date hereof.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

The Telephone 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, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The Telephone 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.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, or any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer reasonable notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.13 Metropolitan Statistical Area Access Services

For the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility, pursuant to Subpart H of Part 69 of the Commission's Rules. Section 22 of this Tariff governs the offering of service in these MSAs. Upon approval of Phase II pricing flexibility for a petitioned MSA, services purchased via Sections 6, 7, and 22, under the various Pricing Plans as identified in Section 22.4(F), will then become subject to the regulations in Section 22, Metropolitan Statistical Area Access Services. (D)

2.1.14 Broadband Services

Pursuant to the detariffing authority granted by the Commission in Memorandum Opinion and Order, FCC 07-180 (released October 12, 2007), certain broadband services have been withdrawn from this tariff. When offering these services through non-tariffed arrangements, the Telephone Company will abide by all of the special access merger commitments set forth in Memorandum Opinion and Order, FCC 06-189 at Appendix F (released March 26, 2007), including but not limited to commitments that contain references to "tariffs," such as those addressing pricing dispute resolution, and access service ratio terms. The detariffing of these services does not diminish or supersede any of those special access merger commitments.

2.2 Use2.2.1 Reserved for Future Use(T)
(D)
(D)

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Ownership of Facilities and Theft

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

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

2.3.4 Reserved for Future Use (T)2.3.5 Reserved for Future Use (T)

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Availability for Testing

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.7 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground-start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.8 Design of Customer Services

Subject to the provisions of 2.1.7, preceding, the customer (T) shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations, or procedures of the Telephone Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.10 Reserved for Future Use

(T)

2.3.11 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

(C) Reserved for Future Use

(T)

(D) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.3.12 Reserved for Future Use

(T)

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(5) Reserved for Future Use

(T)

- (6) (a) Except where Telephone Company measured access minutes are used as set forth in (4) preceding, the customer reported or interstate percentage of use as set forth in (1), (4), or (7) preceding will be used until the customer reports in writing a different number of lines or trunks or a different projected interstate percentage for an in service end office interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.
- (b) Pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985 interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

(6) (b) (Cont'd)

intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

- (c) The customer shall provide in writing to the Telephone Company the Percent Interstate Usage (PIU) no more than once every three months. At the customer's option, the PIU provided can be on a state or LATA basis as described in 2.3.14(A) (1), (2) and (3), preceding. When submitting the PIU, the customer will, upon request from the Telephone Company, include a summary sheet explaining how the PIU was determined. The customer should calculate its PIU based on the call detail records it uses to bill its customers. The customer may use a reasonable sampling method. If the customer uses data for less than one month to determine the PIU given to the Telephone Company, the supporting summary sheet should explain why less than one month's data has been used and whether the data provided is that which the customer uses to make its internal traffic forecasts and networking decisions. They must explain to the Telephone Company why and if they use the same data for their billing purposes. When a revised PIU varies by more than five percentage points from the last reported PIU, the summary sheet should include an explanation. The customer shall retain for six months the data used in calculating the PIU given to the Telephone Company. Adjustment factors may be applied in the calculation of PIUs only if the factor has been objectively determined based on statistically reliable, Nevada specific data. (T)

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

- (A) To protect itself from the risk of non-payment, the Telephone Company may require a customer to provide a cash deposit in those instances specified below. (T)

There is a proven history of late payments or the customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Telephone Company) was (T)

- (1) not received within 3 business days following the payment due date and
- (2) the payment(s) not received within 3 business days represented at least 10% of the month's total billings for all accounts for all services provided under this tariff by the Telephone Company.

Example for January 2005 billings:

Assume:

\$100 payment for a January billing received on the due date
\$100 payment for a January billing received 1 business day late
\$100 payment for a January billing received 4 business days late

Total January billings for all accounts for all services provided under this tariff by the Telephone Company sum to \$300. There are no disputes.

One payment is recognized as being late since it is beyond 3 business days late and it represents 33% of the monthly billings. This would represent the first occasion of a monthly late payment.

Disputed billed amounts for the sake of this section are disputed via the process outlined in 2.4.1(B)(3)(c), (d) and (e).

In the event that a customer has a history of late payments or has not demonstrated established credit, the Telephone Company may require the customer to pay a two-month deposit based on the total charges billed and rendered by the Telephone Company for the most recent two months of service. In the event the customer has not received two months of service from the Telephone Company, the two-month deposit will be based on charges estimated by the Telephone Company for the initial two-month period.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) (Cont'd)

(e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.

(f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption. (T)

(3) For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates and (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. However, in no case is a credit allowance applicable when the actual usage charge exceeds the minimum monthly charge in any one monthly billing period.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

(10) For audio connecting facilities and television connecting facilities no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/8640 of the monthly charge for the facility for each 5 minutes or fraction thereof that an interruption continues.

Interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. An interruption of either the audio or video portion of a television connecting facility shall be considered as an interruption of the facility if the customer releases the entire facility for investigating and clearing the troubles thereon.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 Reserved for Future Use

(T)

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company

- (A) When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will agree upon a billing, design and ordering arrangement which is consistent with the provisions contained in this section and the Ordering and Billing Forum Standards, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). The Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (1) and (2), following, based upon the interconnection arrangements between the Telephone Companies and the availability of measurement capability. (T)
(T)

The Telephone Company will notify the customer which of the billing methods will be used. In addition, the Telephone Company will send written notification to the customer of a change in billing methods 30 days prior to such change. The customer will place the order for the services as set forth in 5.2.9, following, dependent upon the billing method.

ALA or Feature Group A (FGA) Switched Access Services will be billed as set forth in 2.4.8(A) (1), following.

ATA950, ATAXXX or Feature Group B, and Feature Group D (FGB and FGD) Switched Access, Special Access and Directory Assistance Services will be billed as set forth in 2.4.8(A) (2) (a) or 2.4.8(A) (2) (b), following.

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3. Carrier Common Line Access Service

This section contains the specific regulations governing the rates and charges which apply to Carrier Common Line Access Service to customers in conjunction with Switched Access Service provided in Section 6 of this tariff. There are two types of rate elements: Carrier Common Line Charges (CCLCs) and Multiline Business Presubscribed Interexchange Carrier Charges (PICCs).

3.1 General Description

The Carrier Common Line Charges provide for the use of end users' Telephone Company-provided common lines by Customers for access to such end users to furnish Interstate communications. (D)

Premium Access is (1) Switched Access provided to customers under this tariff which furnish interstate MTS/WATS, and (2) Switched Access Service in an end office converted to equal access.

A Special Access Surcharge, as set forth in 7.3.5, following, will apply to interstate special access service provided by the Telephone Company to a customer, in accordance with regulations as set forth in 7.3, following.

The Multiline Business Presubscribed Interexchange Carrier Charges provide for the use of an End User Common Line (EUCL) by the end user.

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5. Ordering options for Switched and Special Access Service (Cont'd)5.1 General (Cont'd)5.1.1 Ordering Conditions (Cont'd)

Except as provided below, the Telephone Company shall permit a requesting telecommunications carrier to commingle an unbundled network element or a combination of unbundled network elements with wholesale services obtained from the Telephone Company, to the extent provided by and subject to the terms and conditions of the requesting telecommunications carrier's interconnection agreement with the Telephone Company (or, if applicable, of the Telephone Company intrastate tariffs).⁽¹⁾

The Telephone Company need not provide access to (1) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 channel termination service, unless the requesting telecommunications carrier certifies that all of the following conditions are met.⁽¹⁾

(T)

- (1) The requesting telecommunications carrier has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.
- (2) The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 enhanced extended link, and each DS1-equivalent circuit on a DS3 enhanced extended link:

⁽¹⁾ In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

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5. Ordering Options for Switched and Special Access Service (Cont'd)5.2 Access Order

An Access Order is used by the Telephone Company to provide a customer Access Service as follows:

- Switched Access Services as set forth in 6, following, (T)
- Special Access Services as set forth in 7, following, (T)
- Other Services as set forth in 5.1.2, preceding, and (T)
- TIPTOP Services as set forth in 24, following

If a PIU is required, the customer must provide its PIU when placing an order for Access Services in accordance with Section 2.3.14 of this tariff.

(A) The following applies when placing an order for all Switched Access Services:

(1) When ordering EF the customer shall specify:

- (a) Whether DSO, DS1 or DS3.
- (b) The multiplexing required for DS3 to DS1 or DS1 to DSO.
- (c) Customer designated premises, hub, type of service, Interface and technical specifications.

(2) When ordering DTT the customer shall specify:

- (a) Whether DSO, DS1 or DS3.
- (b) The multiplexing required for DS3 to DS1 or DS1 to DSO.
- (c) Customer designated premises, hub, switch location (i.e., Access Tandem or End Office), type of service, Interface and technical specifications.
- (d) The channel facility assignment when Direct trunked transport is interconnected with an existing Entrance Facility.
- (e) The number of trunks.

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5. Ordering Options for Switched and Special Access Service5.2 Access Order (Cont'd)

For Feature Group D or ATAXXX Switched Access Service with Common Channel Signaling Access Capability (CCSAC), the customer shall work cooperatively with the Telephone Company to determine the number of SS7 Signaling Connections the customer must order to handle its signaling traffic. The customer shall reference existing SS7 Signaling Connections or related Signaling Connection orders. The customer must also provide any CCSAC Common Switching optional features. (T)

For Feature Group D or ATAXXX trunks ordered with SS7 signaling, the customer shall provide STP point codes, switching point codes, trunk circuit identification codes and switch type. (T)

For SS7 Signaling Connections, the customer shall specify the level of diversity in its network, as defined in Bellcore Common Channel Signaling Network Specification Technical Reference TR-TSV-000905. Customers who specify signaling point of interface premises where utilities meeting these requirements do not exist have the option of ordering Special Construction out of Pacific Bell's Tariff F.C.C. No. 2. (T)

CCSAC Testing requirements are as described in section 6.1.7, following. (T)

All orders for CCSAC and SS7 Signaling Connections will be provisioned on negotiated service intervals.

For 500 Access Service, a Feature Group D or Access Trunk Arrangement customer shall order the service in the same manner as set forth in 6.2.5, following. The customer must specify on the access order one of the three calling options (1+ 500, 0+ 500 or both), when placing an order for 500 Access Service on existing or new trunks. All 500 number assignments and administration shall be in accordance with the North American Numbering Plan (NANP). (T)
(T)

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5. Ordering Options for Switched and Special Access Service (Cont'd)5.2 Access Order (Cont'd)

- For Directory Assistance Service, the customer shall specify which ATA or Feature Group B or D Switched Access Service trunk group is to be associated with the Directory Assistance Service. The customer then specifies the Directory Transport options.
- For originating 1+ or 011+ Sent-Paid traffic from a Telephone Company pay telephone, the customer must specify the equal access end offices they want to serve. The customer will determine the number of trunks and the routing, either direct or to the coin tandem, when ordering Exchange Access Operator Service System (EAOSS) trunks. When ordering Modified Operator Services (MOS) trunks, the customer will determine the number of direct trunks from each designated equal access end office to their specified locations. MOS trunks are not provisioned via the access or coin tandems. The customer is responsible for providing all other operator services signaling capabilities, as described in the Pacific Bell Network Interface Document PUB L-780085-NB. (T)

(B) The following applies when placing an order for Special Access Services:

- For all Special Access Services, the customer must specify the customer designated premises or hubs involved, the type of service (e.g., Voice Grade, High Capacity, etc.), the channel interface, technical specification package and optional features and functions desired. For multipoint services, the channel interface at each premises may, at the request of the customer, be different but all such interfaces shall be compatible.
- For WATS Access Line Service, the customer must also specify the type of calling (i.e., originating only, terminating only or two way calling) for which the service is to be provided. Additionally, when the wire center which serves the customer premise is not a WATS serving office, the Telephone Company will provide the service to the nearest wire center where the screening function exists. In these circumstances, the customer will be so notified and the order will be changed to designate the appropriate premises. No service order change charge will apply.

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5. Ordering Options for Switched and Special Access Service (Cont'd)5.2 Access Order (Cont'd)5.2.9 Access Orders For Services Provided By More Than One Exchange Telephone Company (Cont'd)

(A) (Cont'd)

(2) Meet Point Billing Ordering

(b) (Cont'd)

tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same Telephone Company operating territory, the customer must also supply a copy of the order to each additional Telephone Company subtending the access tandem.

(c) Customers ordering Special Access Service to be interconnected with Switched Access Services at Telephone Company designated WATS Serving Offices for the provision of WATS or WATS-type Services must place an order with each Telephone Company in whose territory the end office and the WATS Serving Office are located, if they are not collocated. (T)

(d) Except for Special Access Service as set forth in (c) above or as set forth in (e) below, the customer may place the order for a Special Access Service with either Exchange Telephone Company.

(e) For Special Access Service involving a hub(s) the customer must place the order with the Telephone Company in whose territory the hub(s) is located.

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