

ACCESS SERVICE

Rates, Terms and Conditions  
applying to the provision of interstate access service by the  
Competitive Local Exchange Carrier (CLEC) Operations of  
Horry Telephone Cooperative, Inc.  
OCN # 8960

All material contained herein is new.

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

**ACCESS SERVICE****CHECK SHEET**

The title page and pages 1 through 10-26 inclusive of this tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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**ACCESS SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

**ACCESS SERVICE**

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariff is referenced in this tariff and may be obtained from the Federal Communications Commission's commercial contractor:

National Exchange Carrier  
Association, Inc.  
Wire Center Information  
Tariff FCC No. 4

Frontier Telephone Companies  
Facilities for Interstate Access  
Tariff FCC No. 5

John Staurulakis, Inc.  
Access Service  
Tariff FCC No. 1

REFERENCE TO TECHNICAL PUBLICATIONS

None

**ACCESS SERVICE**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access service by the Competitive Local Exchange Carrier (CLEC) operations of Horry Telephone Cooperative, Inc. (hereinafter "the Company").

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Issued: January 17, 2012

Effective: January 18, 2012

Director of Industry Affairs  
Horry Telephone Cooperative, Inc. - CLEC Operations  
3480 Highway 701 North  
Conway, SC 29528

## ACCESS SERVICE

### 1. DEFINITIONS

Certain terms used generally throughout this tariff for the Access services of this Company are defined below.

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

Access Service Request: The industry Service Order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum. (T)

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 for 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 Local 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 Services.

Automatic Number Identification (ANI): The term "Automatic Number Identification" denotes the Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

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

Calling Party Number (CPN): The term "Calling Party Number" denotes the SS7 signaling parameter that identifies the subscriber line number or directory number of the calling party.

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.

Charge Number (CN): The term "Charge Number" denotes the SS7 signaling parameter that identifies the billing telephone number of the calling party.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packets 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.

## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

Company: Horry Telephone Cooperative, Inc. - CLEC Operations, which is the issuer of this tariff.

Conventional Signaling: The inter-machine signaling system 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 acknowledgment link are included in this signaling sequence.

Customer: The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating Toll VoIP-PSTN Traffic.

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 Toll Free Database Service: The term "800 Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 800 service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

End-user: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate 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.

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

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.

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Internet Protocol (IP) Signaling:** The term "Internet Protocol (IP) Signaling" denotes a packet data-oriented protocol used for communicating call signaling information.

**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 Database (LIDB):** The database 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 Service Request:** Applies when a carrier submits a Local Service Request to switch a customer's local service from the Company to the requesting carrier. Local Service Requests may be submitted manually or electronically. This charge applies when Local Service Request rates have not been established pursuant to an interconnection agreement between the Company and the requesting carrier. (T)

**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.

**Mbps:** Megabits, or millions of bits, per second.

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

**Multi-Frequency (MF) Signaling:** The term "Multi-Frequency (MF) Signaling" denotes an in-band signaling method in which call signaling information is transmitted between network switches using the same voiceband channel used for voice.

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

**Network Services:** The Company's telecommunications Access Services 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 specific fees, for which the Customer becomes liable at the time the Service Order is executed.

## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

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

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

Originating Direction: The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User Premises to a Customer's Premises.

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.

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) or Carriers it wishes to access, without an Access Code, for completing interLATA calls. The selected IXC(s) are 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.

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.

Service Order: The written request for network services 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 to submission of an Access Service Request 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.

(T)  
(T)



## ACCESS SERVICE

### 1. **DEFINITIONS** (Cont'd)

**Service(s):** The Company's telecommunications Access Services 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. Special Access is available to both carriers and end-users, as defined in this tariff.

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Terminating Direction:** The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a Customer's premises to an End User Premises.

**Toll VoIP PSTN Traffic:** The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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

## ACCESS SERVICE

### 2. REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the United States under the terms of this tariff.

##### 2.1.2 Shortage of Equipment or Facilities

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

##### 2.1.3 Terms and Conditions

- (A) 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 canceled by the Customer, in writing, in 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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

(B) Customers may be required to enter in 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. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

(C) 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 Customer's 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.

**2.1.4 Liability of the Company**

(A) 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 act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 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 sets or omissions or negligence of the Company's employees or agents.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (B) 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 of any military authority; preemption of existing 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.
- (C) 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 the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.
- (D) 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.
- (E) The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities 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 (E) as a condition precedent to such installations.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (F) The Company shall not be liable for any defacement of or damage to Customer's 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 gross negligence or 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.
- (G) 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 of 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.
- (H) 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 (1) year after the service is rendered.
- (I) The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- (J) 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 result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (K) 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 losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another 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.
- (L) 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, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 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 Customer, the Company, may, upon 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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (M) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- (N) With respect to Telecommunications Relay Service (TRS), any service provided by the 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 Carrier, 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.

**2.1.5 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 Customer's 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.

**2.1.6 Provision of Equipment & Facilities**

- (A) 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 Customers 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.
- (B) 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.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.6 Provision of Equipment & Facilities (Cont'd)

- (C) 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 to the Customer.
- (D) Equipment the Company provides or installs at the Customer's 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 provided it.
- (E) 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.
- (F) 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:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- (G) 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.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment & Facilities (Cont'd)**

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

**2.1.7 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.

**2.1.8 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 effort 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 its 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 on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.8 Special Construction (Cont'd)

(G) installation involving abnormal costs; or

(H) in advance of its normal construction schedules.

Special construction charges for Switched Access Services and Special Access Services will be determined as described in Section 6 of this tariff.

##### 2.1.9 Ownership of Facilities

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

#### 2.2 Prohibited Uses

2.2.1 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.

2.2.2 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 request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.

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

#### 2.3 Obligations of the Customer

##### 2.3.1 The Customer shall be responsible for

(A) the payment of all applicable charges pursuant to this tariff;

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for (Cont'd)**

- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer 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 in 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, as 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 Services to the Customer from the cable building entrance or property line to the location of the equipment space described in (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;
- (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 Company 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. asbestos) prior to any construction or installation work.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.3 Obligations of the Customer (Cont'd)

- (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 the Customer is responsible for obtaining under (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.

#### 2.3.2 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; and
- (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.

#### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

- (A) **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). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:
- (1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 of this tariff, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
  - (2) For Feature Group D with 950 Access (Feature Group B), as defined in Section 4.2 of this tariff, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
  - (3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
  - (4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- (B) **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 (D) below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

- (C) Except where the Company measured access minutes are used as set forth in (A) above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.
- (D) Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
- (E) Jurisdictional Report 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 issued to determine the projected PIU factor. The Customer will supply the data 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. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 In General

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

##### 2.4.2 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Access Services 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.

#### 2.5 Payment Arrangements

##### 2.5.1 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.

##### (A) 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 Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. 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.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.1 Payment for Service (Cont'd)

- (B) 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. 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.

##### 2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

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.

- (A) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.
- (B) The Company shall present invoice for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
- (C) When service does not begin on the first day of the bill cycle, or end on the last day of the bill cycle, charges will be calculated on a pro-rata basis based on a 30-day month.



**ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.2 Billing and Collection of Charges (Cont'd)**

(D) 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.

(E) Amounts not paid within 30 days after the date of invoice will be considered past due. 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 and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

(F) The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Federal Communications Commission in accordance with the Agency's rules of procedures.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved**

Both Multiple bill and Single bill billing options are supported under this tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Meet Point and the end user.

The billing arrangements are subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

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

- (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.
- (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.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)****(G) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)**

- (4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved: 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.

**2.5.3 Deposits**

- (A) Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
- (2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. 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. At the Company's option, 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.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.3 Deposits (Cont'd)

- (B) A deposit may be required in addition to an advance payment.
- (C) 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.
- (D) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

##### 2.5.4 Payment of Rates, Charges and Deposits

###### (A) Bill Dates

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 or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears.

The Company will establish a bill day each month for each Customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in Section 2.5.4(B) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in Section 2.5.4(B) following.

**ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.4 Payment of Rates, Charges and Deposits (Cont'd)**

**(B) Payment Dates and Late Payment Penalties**

- (1) All bills dated as set forth in 2.5.4(A) preceding for service, provided to the Customer by the Company are due 30 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Payment of Rates, Charges and Deposits (Cont'd)****(B) Payment Dates and Late Payment Penalties (Cont'd)**

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

(a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or

(b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

**(C) Billing Disputes Resolved in Favor of the Company**

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in 2.5.4(B)(2) preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Payment of Rates, Charges and Deposits (Cont'd)****(D) Billing Disputes Resolved in Favor of the Customer**

If the Customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the Customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

**ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.5 Payment Arrangements (Cont'd)**

**2.5.5 Refusal and Discontinuance of Service**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- (B) 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.
- (C) 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.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.



## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.5 Refusal and Discontinuance of Service (Cont'd)

- (E) 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.
- (F) Upon the Company's discontinuance of service to the Customer under Section 2.5.4(A) or 2.5.4(B) 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.
- (G) 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 effecting 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.

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.5 Refusal and Discontinuance of Service (Cont'd)

- (H) The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
- (1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.5(H)(1) (a-f) 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 service 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
  - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.5(A) 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

## ACCESS SERVICE

### 2. REGULATIONS (Cont'd)

#### 2.5 Payment Arrangements (Cont'd)

##### 2.5.5 Refusal and Discontinuance of Service (Cont'd)

- (f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tarified 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, fake or invalid numbers, false credit devices, electronic devices; or
  - 3. Any other fraudulent means or devices; or
- (2) Immediately upon written notice to the Customer of any sum thirty (30) days past due;
- (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 2.5.5(A), above; or
- (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.
- (I) 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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.6 Cancellation of Application for Service**

- (A) 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, no charges will be imposed except as may be specified in this Section and Section 3.2.3 of this tariff.
- (B) 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.
- (C) The special charges described in Sections 2.5.6(A) through 2.5.6(B) will be calculated and applied on a case-by-case basis.

**2.6 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 2.6.1 following for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- (A) 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.
- (B) 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.

## ACCESS SERVICE

### 2. **REGULATIONS** (Cont'd)

#### 2.6 Allowances for Interruptions in Service (Cont'd)

##### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provision 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;
- (E) interruptions of service during a 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;
- (F) interruption of service due to circumstances or causes beyond the control of the Company.
- (G) 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.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 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.

**2.7 Cancellation of Service**

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 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 2.5.2 above: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

**2.8 Transfers and Assignments**

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

**ACCESS SERVICE**

**2. REGULATIONS (Cont'd)**

**2.9 Notices and Communications**

- 2.9.1 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.
- 2.9.2 The Company shall provide 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.
- 2.9.3 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.
- 2.9.4 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.

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

#### 3.1 General

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

#### 3.1.1 Ordering Conditions

All services offered under this tariff will be ordered using an Access Service Request. The format and terms of the Access Service Request 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 Access Service Request. All details for services for a particular order must be identical. (T)

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;
- (B) Billing name and address (when different from Customer name and address); and
- (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 Access Service Request. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation. (T)



## ACCESS SERVICE

### 3. **ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE** (Cont'd)

#### 3.1 General (Cont'd)

##### 3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an Access Service Request. (T)

With the agreement of the Company, other services may subsequently be added to the Access Service Request at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 10.4.1.(C) of this tariff will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an Access Service Request 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 for the requested service. 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 Engineer, 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 Engineer may not exceed the original estimated amount by more than ten (10) percent. (T)

##### 3.1.3 Constructive Ordering of Switched Access Services

Notwithstanding Section 3.1.1 above, in the event the Company terminates Switched Access minutes for an interexchange carrier that has not submitted an Access Service Request to the Company, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the terminating access minutes. The terminating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff. (T)

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order

An Access Service Request is required by the Company to provide a Customer Switched Access Service, as described herein. An Access Service Request will be required for each new similar service arrangement or group of common circuits. (T)

When a Customer requests new or additional Switched Access Service, one or more Access Service Request's may be required. The number of orders required is dependent on the type of services and/or facilities being requested. (T)

#### 3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

The Company will provide a Firm Order Confirmation and the Service Commencement Date contingent on the Access Service Request 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: (T)

(A) Standard Interval: The Standard Interval for Switched Service will be published.

(B) 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

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.1 Access Service Date Intervals (Cont'd)

- (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.

##### 3.2.2 Access Service Request Modifications

The Customer may request a modification of its Access Service Request prior to the Service Commencement Date. All modifications must be in writing using the industry Access Service Request process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request 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. (T)

- (A) Service Commencement Date Charges: Access Service Request service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. (T)

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.2 Access Service Request Modifications (Cont'd)

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new Access Service Request with the Company.

(T)

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 10.4.1(B) of this tariff.

(B)

Design Change Charge: The Customer may request a Design Change to the Service Order. A Design Change is any change to an Access Service Request which requires an 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 only) or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new Access Service Request and the cancellation of the original Access Service Request, the appropriate cancellation charges will apply.

(T)

(T)

(T)

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 10.4.1(C) of this tariff are in addition to any service Date Change Charges that may apply.

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.2 Access Service Request Modifications (Cont'd)

- (C) 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 request for an earlier service date may be received from the Customer prior to its issuance of an Access Service Request, or after the Access Service Request has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply. (T)

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

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer 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 10.4.1(E) of this tariff.

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.3 Cancellation of an Access Service Request

A Customer may cancel an Access Service Request 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 canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an Access Service Request for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the Access Service Request will be canceled and the appropriate Cancellation Charge will be applied. (T)

Except as - herein, Cancellation Charges will apply as specified in Section 10.4.1(F) of this tariff. (T)

If the cancellation occurs prior to the Company's receiving the Access Service Request, no charges shall apply. (T)

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 commotion, the Company shall not be liable for such delay and the Customer may cancel the Access Service Request without incurring cancellation charges. (T)

## ACCESS SERVICE

### 3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)

#### 3.2 Access Order (Cont'd)

##### 3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month unless otherwise indicated in this tariff for a service.

(A) The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring 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. DS-1 or DS-3);
- (5) A change in Switched Access Service Traffic Type.

(B) When Access Service is disconnected prior to the expiration of the minimum period, flat-rated recurring charges are applicable for the balance of the minimum period.

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

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE****4.1 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 location to an end user's premises.

The following provision applies to the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161). In the absence of an interconnection agreement between the Company and the customer specifying the treatment of Toll VoIP-PSTN Traffic, the Company will bill the customer the applicable switched access rates and charges specified in Section 12.1, following, on all jurisdictionally interstate voice traffic identified as Toll VoIP-PSTN Traffic.

Switched Access Service purchased from the provisions of this tariff may be commingled with unbundled network elements or unbundled network element combinations purchased pursuant to the Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98 and 98-147, adopted February 20, 2003 and released August 21, 2003 (FCC 03-36).



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE****4.2 Provision and Description of Switched Access Service Arrangements**

Switched Access Service is provided in the following service type:

**4.2.1 Feature Group D (FGD) Access**

FGD Access, which is available to all Customers, is provisioned on a Tandem Switched Transport basis and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In-Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX 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 101XXXX. 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.

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 America 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-XYCXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)**

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) 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 specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

**4.2.2 Rate Categories**

There are four rate categories which apply to Switched Access Service:

Switched Transport (described in Section 4.2.2(A) following)  
End Office (described in Section 4.2.2(B) following)  
Presubscribed Interexchange Carrier Charge (PICC) (described in Section 4.2.2(C) following)  
Chargeable Optional Features (described in Section 4.2.2(D) following)

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

**(A) Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)**

Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (*i.e.*, Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Entrance Facility.

The Customer may order the service only through an access tandem switch. When ordering, the Customer must specify (1) the type of Entrance Facility, (2) the directionality of the service, and (3) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

In routing service through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Tandem-Switched Transport.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)**

Unless otherwise ordered by the FCC, where the Telephone Company elects to provide equal access through a centralized equal access arrangement, the Telephone Company will designate the serving wire center. The designated SWC will normally be that wire center which provides dial tone to the telephone company centralized Equal Access tandem office identified in NECA Tariff FCC No. 4.

When service is provided in cooperation with a non telephone company provider of centralized Equal Access, the SWC will be that wire center which would normally provide dial tone to the telephone company point of interconnection with the non telephone company provider of centralized Equal Access specified in the tariff of the centralized Equal Access provider. Those Telephone Company offices providing equal access through centralized arrangements are identified in NECA Tariff FCC No. 4.

When more than one Telephone Company is involved in providing the Switched Access Service, the Switched Transport rates are applied as set forth herein to the Company provided portion of the Switched Access Services pursuant to the provisions of Section 2.5.2(G) of this tariff together with the provisions as set forth in this section.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)**

The Switched Transport Rate Category includes three classes of rate elements: (1) Entrance Facility, (2) Tandem-Switched Transport, and (3) Multiplexing.

**(1) Entrance Facility**

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer-designated premises. This charge specified in Section 10 following will apply even if the customer-designated premises and the serving wire center are collocated in a Telephone Company building.

If the serving wire center for the customer-designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company. The local exchange carrier for the serving wire center for the customer-designated premises will bill the applicable Entrance Facility rate under its interstate access tariff.

A Customer's Switched Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)****(2) Tandem-Switched Transport**

The Tandem-Switched Transport rate elements recover tandem switching costs and a portion of the costs associated with the communications path between a tandem and an end office on circuits that are switched at a tandem switch, or between a host and a remote switch.

Tandem-Switched Transport rates consist of a Tandem Switching rate, a Tandem-Switched Facility rate, a Tandem-Switched Termination rate, Shared Tandem-Switched Transport Multiplexing rate and a Trunk Port (common or dedicated) rate.

**(a) Tandem Switching Rate**

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate specified in Section 10 following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NECA Tariff FCC No. 4, Wire Center Information. If the tandem switch through which a Customer's traffic is routed to the Company's end office is that of a connecting company, the Tandem Switching will be billed by the connecting company at its applicable Tandem Switching rate and will not be billed by the Company. If the LERG directs routing of the Company's traffic to the tandem of the Company's affiliated incumbent local exchange company ("ILEC"), the Company will bill the corresponding Tandem Switching Rate of the ILEC in the area for which the Company is providing the access service as specified in Section 4.2.3(c) and subsequently settle with the Company's affiliated ILEC for the difference, if any.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(A) Switched Transport (Cont'd)****(2) Tandem-Switched Transport (Cont'd)****(b) Tandem-Switched Facility Rate**

The Tandem-Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem-Switched Facility rate specified in Section 10 following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

**(c) Tandem-Switched Termination Rate**

The Tandem-Switched Termination rate recovers the costs for provision of transmission facilities from the access tandem to the end office subtending the tandem. This includes the circuit equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium, and circuit equipment used within the network to manage the circuits at intermediate locations.

The rate regulations of the Frontier Telephone Companies prescribe a flat rate termination charge applicable to each termination in the transport route (referred to herein as "multiple termination rate structure"). Under multiple termination rate structure, the ILEC bills the tariffed flat rate for transport termination for each of the actual terminations in the transport route. Under multiple termination rate structure, the Company bills 100% of the ILEC's Tandem Transport Termination rate for each termination point provided by the Company in the transport route.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.2 Rate Categories (Cont'd)(A) Switched Transport (Cont'd)(2) Tandem-Switched Transport (Cont'd)(d) Shared Tandem-Switched Transport Multiplexing Rate

The Shared Tandem-Switched Transport Multiplexing rate covers provision of the multiplexing equipment at the remote, the end office and at the access tandem. The Shared Tandem-Switched Transport Multiplexing rate element is assessed on a per minute of use basis at both the end office and the tandem. If the tandem is owned by another local exchange carrier, the Company charge for Shared Tandem-Switched Transport Multiplexing will be limited to a per minute basis for the end office only.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

(e) Tandem-Switched Transport Trunk Port

The trunk port rate elements are defined as follows:

- Shared Tandem-Switched Transport Trunk Port

The Shared Tandem-Switched Transport Trunk Port provides for the use of shared end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic.

- Dedicated Tandem-Switched Transport Trunk Port

The Dedicated Tandem-Switched Transport Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(B) End Office**

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

**(1) Local Switching**

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Telephone Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Local Switching does not apply to Feature Groups B and D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

**(2) Information Surcharge**

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in Section 10 following.

The Information Surcharge does not apply to Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

4.2.2 Rate Categories (Cont'd)

(C) Presubscribed Interexchange Carrier Charge (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) rate category establishes the charges related to Company provided common lines for access to end users. The PICC only applies where the end user is a Multiline Business Subscriber (including ISDN PRI and Centrex CO and CO-like subscribers). The PICC is assessed to the presubscribed interexchange carrier for each Multiline Business Subscriber line presubscribed to the interexchange carrier. If the Multiline Business Subscriber chooses not to presubscribe to an interexchange carrier, the PICC is assessed directly to the end user Multiline Business Subscriber.

Rates for the PICC applicable to Multiline Business Subscriber lines are set forth in Section 10 of this Tariff.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.2 Rate Categories (Cont'd)****(D) Chargeable Optional Features**

Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

**(1) 800 Toll Free Database Access Service**

800 Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "800 Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 800 service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+800+NXX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800 Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Basic or Premium Feature Query charge, as set forth in Section 10.2 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 Toll Free series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Premium Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 Toll Free series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 Toll Free series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Description and Application of Rates(A) Recurring Rates

The Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring charges applicable to Switched Access Service are specified in Section 10.4.1 of this tariff.

(C) Reference to Incumbent Local Exchange Carrier Rates

The Company's Switched Access rates for individual services may be referenced to the corresponding current rate for the ILEC in the area for which the Company is providing the access service. For purposes of references to the rates of the ILEC interstate access tariff, "current rate" shall mean the ILEC's tariffed rate in effect at the time the service is provided by the Company.

(1) Areas for Which Frontier is the ILEC(a) Reference to Frontier Telephone Companies Tariff FCC No. 5

For Switched Access Service provided by the Company in areas for which the ILEC is Frontier Communications of the Carolinas, Inc.-South Carolina, certain rates are referenced to the Frontier Telephone Companies Tariff FCC No. 5 as indicated in Section 10.1 of this tariff. Frontier Communications of the Carolinas, Inc.-South Carolina is an issuing carrier for Frontier Telephone Companies Tariff FCC No. 5.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Description and Application of Rates (Cont'd)****(C) Reference to Incumbent Local Exchange Carrier Rates (Cont'd)****(1) Areas for Which Frontier is the ILEC (Cont'd)****(a) Reference to Frontier Telephone Companies Tariff FCC No. 5  
(Cont'd)**

The Frontier Telephone Companies FCC No. 5 provides for Switched Access Zone Density Plan Rate Plan methodology in certain states. As of the original issue date of this Tariff, the Frontier Telephone Companies FCC No. 5 does not provide for Switched Access Zone Density Plan methodology rates in South Carolina. Thus, a single Frontier Telephone Companies FCC No. 5 rate applies to each switched access element or sub-element for South Carolina. In the event Frontier modifies Frontier Telephone Companies FCC No. 5 to provide for Switched Access Zone Density Plan methodology in South Carolina, the rates in this tariff based on reference to the corresponding rate in Frontier Telephone Companies FCC No. 5 will be based on the Switched Access Zone Density Plan under Section 4.5.4 of Frontier Telephone Companies FCC No. 5. In the event the Frontier Telephone Companies FCC No. 5 is changed to include Switched Access Zone Density Plan methodology for Frontier Communications of the Carolinas, Inc.-South Carolina, the zone applicable to the area served by the Company shall be based on the zone indicated for the Frontier end office in Section 19 of Frontier Telephone Companies FCC No. 5 that corresponds to the Company's end offices.

**(2) Areas for Which Other Carriers are the ILEC**

The Company does not currently provide service in areas for which a carrier other than Frontier is the ILEC. At such time as the Company begins serving customers in the service areas of other ILECs, the Company will reference the applicable ILEC switched access rates.

**(D) Rates Applicable to All Areas**

Notwithstanding the reference of certain rates to the interstate access tariff of an ILEC as described above in Section 4.2.3(C), certain rates in Section 10 of this tariff are established without reference to another tariff and are applicable to all areas served by the Company.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.4 Billing Validation Service**

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Database (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 in LIDB provides Customer 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.

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

**4.2.5 Acceptance Testing**

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

**4.2.6 Ordering Options and Conditions**

Access Service is ordered under the Access Order provisions set forth in Section 3.2 of this tariff.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.3 Obligations of the 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:

**4.3.1 Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel 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 2.6.

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 and/or damages under Section 2.1.4.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.4 Obligations of the Customer**

In addition to the obligations of the customer set forth in Section 2 preceding, the customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**4.4.1 Report Requirements**

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

**(A) Jurisdictional Reports**

When a customer orders Switched Access Service for both interstate and intrastate use, the customer is responsible for providing reports as set forth in 2.3.3 preceding. Charges will be apportioned in accordance with those reports.

**4.4.2 Call Signaling**

Depending on the signaling system used by the customer in its network, the customer's facilities shall transmit the following call signaling information to the Company on traffic the customer's end users originate which is handed off for termination on the Company's network.

**(A) Signaling System 7 (SS7) Signaling**

When the customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

**(B) Multi-Frequency (MF) Signaling**

When the customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

**(C) Internet Protocol (IP) Signaling**

When the customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.



**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.5 Switched Access 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.

**4.5.1 Nonchargeable Optional Features**

- (A) 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.
- (B) 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.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.5 Switched Access Optional Features (Cont'd)4.5.2 Feature Group D Optional Features(A) Common Switching Optional Features

- (1) 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.

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.

- (2) 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.
- (3) 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.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.5 Switched Access Optional Features (Cont'd)****4.5.2 Feature Group D Optional Features (Cont'd)****(A) Common Switching Optional Features (Cont'd)**

- (4) Feature Group D with 950 Access (Feature Group B): 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 specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (5) 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.
- (6) 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 (Feature Group B) or Cut-Through features.
- (7) 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 Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

**ACCESS SERVICE****5. SPECIAL ACCESS****5.1 General**

Special Access Service provides a transmission path to connect Customer designated premises\*, directly or through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premises and a WATS Serving Office, or to connect a Customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Company end office switches.

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

**5.1.1 Channel Types**

There are seven types of channels used to provide Special Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:

- Transmission specifications,
- Bandwidth,
- Speed (i.e., bit rate),
- Spectrum

Customers can order a basic channel and select from a list of those available transmission parameters and channel interfaces that they desire in order to meet specific communications requirements.

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

- \* Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be a Customer designated premises for purposes of this tariff.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.1 General (Cont'd)

##### 5.1.1 Channel Types (Cont'd)

Following is a brief description of each type of channel:

Voice Grade - a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

Program Audio - a channel for the transmission of audio signals. The nominal frequency bandwidths are from 200 to 3500 Hz, from 100 to 5000 Hz, from 50 to 8000 Hz, or from 50 to 15000 Hz.

Digital Data - a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps.

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544 or 44.736 Mbps.

Detailed descriptions of each of the channel types are provided in Sections 5.3 through 5.6 following.

The Customer also has the option of ordering Voice Grade and High Capacity facilities (i.e., 1.544 Mbps, 3.152 Mbps) to Company hubs for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in 5.3 and 5.6 following. Additionally, the Customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are set forth in Section 5.2.1 following.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.1 General (Cont'd)

##### 5.1.2 Service Descriptions

For the purposes of ordering, there are four categories of Special Access Service. These are:

Voice  
Program Audio  
Digital Data  
High Capacity

(D)  
(T)  
—  
(T)

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the Customer. Technical specifications provided by the Company will apply to Special Access Service.

Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given the opportunity to change the order.

When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

The channel descriptions provided in Sections 5.3 through 5.6 following, specify the characteristics of the basic channel and indicate whether the channel is provided between Customer designated premises, between a Customer designated premises and a Company hub where bridging or multiplexing functions are performed, between hubs, or between a Customer designated premises and a WATS Serving Office.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.1 General (Cont'd)****5.1.2 Service Descriptions (Cont'd)**

- (A) Channel interfaces at each Point of Termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical, but communications can only be provided between compatible channel interfaces. Only certain channel interfaces are compatible.
- (B) Only certain channel interface combinations are available with the predefined technical specifications packages. The Company will provide industry standard technical references or instructions regarding where to obtain industry standard technical references. When a customized channel is requested, all channel interface combinations available with the specified type of service are available with the customized channel.
- (C) The optional features and functions available with each type of Special Access Service are described in this section. The optional features and functions information also indicates with which technical specifications packages they are available.

**5.1.3 Service Configurations**

There are two types of service configurations over which Special Access Services are provided: two-point service and multipoint service.

**(A) Two-Point Service**

A two-point service connects two Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are performed, or a Customer designated premises and a wire center equipped for Frame Relay Access Service, or a Customer designated premises and a WATS Serving Office (WSO).

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.1 General (Cont'd)****5.1.3 Service Configurations (Cont'd)****(B) Multipoint Service**

Multipoint service connects three or more Customer designated premises through one or more Company hubs. Only certain types of Special Access Service are provided as multipoint service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e., bridging locations) on a multipoint service is a mid-link. There is no limitation on the number of mid-links available with a multipoint service. However, when more than three mid-links in tandem are provided the quality of the overall service may be degraded.

Multipoint service utilizing a customized technical specifications package, as set forth in Section 5.1.2 above, will be provided when technically possible. If the Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order.

When ordering, the Customer will specify the desired bridging hub(s). NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4 identifies serving wire centers, hub locations and the type of bridging functions available.

Applicable Rate Elements are:

- Channel Terminations (one per Customer designated premises)
- Channel Mileage (as applicable between the serving wire center for each Customer designated premises and the hub and between hubs).
- Bridging
- Additional Optional Features and Functions (when applicable).



**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.1 General (Cont'd)****5.1.4 Alternate Use**

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the stated tariff rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and Optional Features and Functions (if any)].

**5.1.5 Acceptance Testing**

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

- (A) For Voice Grade analog services, the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise when these parameters are applicable and specified in the order of service. Additionally, for Voice Grade services, a balance (improved loss) test will be made if the Customer has ordered the improved loss optional feature.
- (B) For digital services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

**5.1.6 Ordering Options and Conditions**

Special Access Service is ordered under the Access Order provisions set forth in Section 3 of this tariff. Also included in that section are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations**

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

**5.2.1 Rate Categories**

There are three basic rate categories which apply to Special Access Service:

- Channel Terminations (described in Section 5.2.1(A) following)
- Channel Mileage (described in Section 5.2.1(B) following)
- Optional Features and Functions (described in Section 5.2.1(C) following).

**(A) Channel Termination**

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in (C) following. One Channel Termination charge applies per Customer designated premises at which the channel is terminated. This charge will apply even if the Customer designated premises and the serving wire center are collocated in a Company building.

For DS3 High Capacity Service, the Channel Termination rates are made up of the DS3 Capacity Interface rate and the DS3 Channel Installed rate. The Capacity Interface rate is dependent upon the capacity ordered (i.e., Capacity Interface of 1, 3, 6 or 12) and is applicable at each Customer designated premises. The capacity ordered is the maximum number of DS3 services that can be terminated on a given service at the Customer designated premises (e.g., a capacity of 3 can terminate 1, 2, or 3 DS3 services). One DS3 Channel Installed rate applies per Customer designated premises at which the channel is terminated for each DS3 channel that is ordered. These charges will apply even if the Customer designated premises and the serving wire center are collocated in a telephone company building.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.1 Rate Categories (Cont'd)****(B) Channel Mileage**

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two Customer designated premises, between a serving wire center associated with a Customer designated premises and a Company hub or between two Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

**(1) Channel Mileage Facility**

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s) or between the Company serving wire center and another wire center equipped for Frame Relay Access Service.

**(2) Channel Mileage Termination**

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premises and Company hub where the channel is terminated. If the Channel Mileage is between Company bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premises and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premises and the WATS Serving Office. If the Channel Mileage is between the serving wire center for a Customer designated premises and another wire center equipped for Frame relay Access Service, the Channel Mileage Termination Rate will apply only at the serving wire center for the Customer designated premises. When the Channel Mileage Facility is zero (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.1 Rate Categories (Cont'd)****(C) Optional Features and Functions**

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

Descriptions for each of the available Optional Features and Functions are set forth in 5.3 through 5.6 following.

A hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more Customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4 identifies serving wire centers, hub locations, hub level (i.e., Hub, Terminus Hub, Intermediate Hub, or Super-Intermediate Hub) and the type of bridging or multiplexing functions available. Additionally, subtending wire centers are identified for Intermediate and Super-Intermediate Hubs.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.2 Rate Regulations (Cont'd)

##### 5.2.2 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

##### (A) Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

##### (B) Daily Rates

Daily rates are recurring rates that apply to each 24 hour period or fraction thereof that a Program Audio Special Access Service is provided for part-time use. For purposes of applying daily rates, the 24-hour period is not limited to a calendar day.

Part-time Program Audio Service provided within a consecutive 30 day period will be charged the daily rate, not to exceed the monthly rate. For each day or partial day after a consecutive 30-day period of service, a charge equal to 1/30th of the monthly rate shall apply.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.2 Types of Rates and Charges (Cont'd)****(C) Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 10.4.1(A) of this tariff.

**(1) Installation of Service**

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are set for each channel type as a nonrecurring charge for the Channel Termination.

**(2) Installation of Optional Features and Functions**

When optional features and functions are installed coincident with the initial installation of service, no separate nonrecurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge as specified in Section 10.4.1(A) of this tariff will apply per order.

**ACCESS SERVICE**

**5. SPECIAL ACCESS (Cont'd)**

**5.2 Rate Regulations (Cont'd)**

**5.2.2 Types of Rates and Charges (Cont'd)**

**(C) Nonrecurring Charges (Cont'd)**

**(3) Service Rearrangements**

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service. Changes to pending orders are set forth in Section 5.4 preceding.

Changes in the physical location of the point of termination or Customer designated premises are moves as set forth in Section 5.2.3 following.

Changes in the type of Service or Channel Termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service. In the event the change in ownership or transfer of responsibility is as set forth in Section 2.1.2(A) of this tariff where there is no change in facilities or arrangements, the change will be treated as an administrative change.

## **ACCESS SERVICE**

### **5. SPECIAL ACCESS (Cont'd)**

#### **5.2 Rate Regulations (Cont'd)**

##### **5.2.2 Types of Rates and Charges (Cont'd)**

##### **(C) Nonrecurring Charges (Cont'd)**

##### **(3) Service Rearrangements (Cont'd)**

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

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

All other service rearrangements will be charged as follows:

- If the change involves the addition of other Customer designated premises to an existing service, the nonrecurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) that is being added. The charge(s) will be in addition to an Access Order Charge as set forth in 10.4.1.A of this tariff.



**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.2 Types of Rates and Charges (Cont'd)****(C) Nonrecurring Charges (Cont'd)****(3) Service Rearrangements (Cont'd)**

- If the change involves the addition of an optional feature or function (with the exception of the addition of Clear Channel Capability to an existing service), or if the change involves changing the type of signaling on a Voice Grade service, and for all other changes the Access Order Charge as set forth in Section 10.4.1(A) of this tariff will apply.
- When the Clear Channel Capability optional feature is installed on an existing facility, the addition will be treated as a discontinuance and start of service and all associated non-recurring charges will apply.

**5.2.3 Moves**

A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer's premises; or
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

**(A) Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge as specified in Section 10.4.1(A) of this tariff.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.2 Rate Regulations (Cont'd)

##### 5.2.3 Moves (Cont'd)

##### (B) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

##### 5.2.4 Minimum Periods

The minimum service period for all services except part-time Program Audio services and DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. The minimum service period for part-time Program Audio services is a continuous 24-hour period, not limited to a calendar day. The minimum service period for DS3 High Capacity service is twelve months.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.5 Mileage Measurement**

The mileage to be used to determine the monthly rate for the Channel Mileage Facility is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premises,
- a serving wire center associated with a Customer designated premises and a Company hub,
- a serving wire center associated with a Customer designated premises and a wire center equipped for Frame Relay Access Service,
- a serving wire center associated with a Customer designated premises and an ADSL Access Service Connection Point,
- two Company hubs,
- or between the serving wire center associated with a Customer designated premises and a WATS Serving Office.

The serving wire center associated with a Customer designated premises is the serving wire center from which this Customer designated premises would normally obtain dial tone.

Mileage charges are shown with each channel type. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, then multiply the resulting number of miles times the Channel Mileage Facility per mile rate, and add the Channel Mileage Termination rate for each termination. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. When more than one exchange carrier is involved in the provision of service, billing will be accomplished as set forth in 2.5.2(G) of this tariff.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.5 Mileage Measurement (Cont'd)**

When hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e.,

- Customer designated premises serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premises serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premises.

See the service configuration example for multipoint service as set forth in 5.1.3(B) preceding.

**5.2.6 Facility Hubs**

A Customer has the option of ordering Voice Grade service or High Capacity services (i.e., DS1, DS1C, DS2, DS3 or DS4) to a facility hub for channelizing to individual services requiring lower capacity facilities (e.g., Telegraph, Voice, Program Audio, etc.).

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When placing an Access Order the Customer will specify the desired hub.

NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4 identifies serving wire centers, hub locations, hub level (i.e., Hub, Terminus Hub, Intermediate Hub, or Super-Intermediate Hub) and the type of multiplexing functions available. Additionally, subtending wire centers are identified for Intermediate and Super- Intermediate Hubs.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.6 Facility Hubs (Cont'd)**

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from high capacity to voice frequency channels.

Point to point services may be provided on channels of these services to a hub. The transmission performance for the point to point service provided between Customer designated premises will be that of the lower capacity or bit rate. For example, when a 1.544 Mbps channel is multiplexed to voice frequency channels, the transmission performance of the channelized services will be Voice Grade, not High Capacity.

The Company will commence billing the monthly rate for the service to the hub on the date specified by the Customer on the Access Order. Individual channels utilizing these services may be installed coincident with the installation of the service to the hub or may be ordered and/or installed at a later date, at the option of the Customer. The Customer will be billed for a Voice Grade or a High Capacity Channel Termination, Channel Mileage (when applicable), and the multiplexer at the time the service is installed. Individual service rates (by service type) will apply for a Channel Termination and additional Channel Mileage (as required) for each channelized service. These will be billed to the Customer as each individual service is installed.

Cascading multiplexing occurs when a High Capacity service is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a 6.312 Mbps High Capacity service is de-multiplexed to four DS1 channels and then one of the DS1 channels is further de-multiplexed to 24 individual Voice Grade channels.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.6 Facility Hubs (Cont'd)**

When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Channel Mileage charges also apply between the hubs.

The Company will designate hubs for Program Audio Services. Full-time or part-time service may be provided between Customer designated premises or between a Customer designated premises and a hub and billed accordingly at the monthly rates set forth in 10.3.2 of this tariff for a Channel Termination, Channel Mileage and Optional Features and Functions, as applicable. When the service is ordered to a hub, the Customer may order full-time or part-time Program Audio services as needed between that hub and additional Customer designated premises. The rate elements required to provide the part-time service (i.e., Channel Termination, Channel Mileage and Optional Features and Functions, as applicable) will be billed at daily rates for the duration of the service requested.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.7 Mixed Use Analog and Digital High Capacity Services**

Mixed use refers to a rate application applicable only when the Customer orders High Capacity Special Access facilities between a Customer designated premises and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as Special and Switched Access Services. If the Customer has Switched Access Service between a Customer designated premises and an end office that is multiplexed at a Company hub and subsequently orders the derived channels as Special and Switched Access Service, rates and charges will apply as if the service were ordered as mixed use.

Except as noted above, the High Capacity facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexing Arrangement). The nonrecurring charge that applies when the mixed-use facility is installed will be the nonrecurring charge associated with the appropriate Special Access High Capacity Channel Termination. Rating as Special Access will continue until such time as the Customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) nonrecurring charges will not apply to the individual channels of the mixed-use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, High Capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the Customer designated premises. The rates and charges that will apply to the portion from the hub to the Customer designated premises will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade). The applicable rates and charges will include a Channel Termination and Channel Mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.7 Mixed Use Analog and Digital High Capacity Services (Cont'd)**

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.). Switched Access Service rates and charges, as set forth in 10.1 of this tariff, will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of Voice Grade channels that can be derived.

The Customer must place an order for each individual Switched or Special Access Service utilizing the Mixed Use Facilities and specify the channel assignment for each such service.

**5.2.8 High Capacity Term Discount Plan**

The Term Discount plan applies to Special Access DS1 and DS3 High Capacity Service Channel Termination, Channel Mileage Facility and Channel Mileage Termination monthly rates, as set forth following. The current monthly rates for such services are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the service commitment period selected by the Customer. The Term Discount percentages for High Capacity Service are as set forth in Section 10.3.4 of this tariff.

Discounts for the Term Discount plan are only applied to High Capacity Service provided to a Customer within the same state and LATA by the same Company.

Discounts for the Capacity Discount plan are only applied to Special Access DS3 High Capacity Service Channel Termination monthly rates as set forth in Section 10.3.4 of this tariff.

The minimum service period on a monthly rate basis is one month for DS1 service and twelve months for DS3 service.



**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.8 High Capacity Optional Rate Plans (Cont'd)****(A) Term Discounts**

DS1 and DS3 High Capacity Special Access Service may be ordered at the Customer's option on a monthly rate basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

The minimum service period for all Term Discount plans is twelve months. The Customer must specify the length of the service commitment period at the time the service is ordered.

For Customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount percentage as set forth in 10.3.4 of this tariff will be frozen from Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

If a Term Discount Percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will be applied automatically to the remainder of the current Term Discount period.

At the end of the Term Discount period, the Customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the Customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan all eligible High Capacity rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to month basis unless the discount period of the entire service is upgraded.

Eligible DS1 or DS3 High Capacity rate elements are those Channel Terminations, Channel Mileage Facility and Channel Mileage Terminations provided to a Customer within the same state and LATA by the same telephone company. As long as the number of DS1s or DS3s included in a Term Discount plan remains constant, Customer requests to install and disconnect DS1 or DS3 services, including changes affecting different wire centers and/or Customer designated premises, will not change the current Term Discount period or the minimum service period and Discontinuance of Service charges as set forth in (3) following will not apply.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.8 High Capacity Optional Rate Plans (Cont'd)****(A) Term Discounts (Cont'd)****(1) Upgrades in Term Discounts**

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan at any time without incurring Channel Termination nonrecurring charges or discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a 36 month commitment period may be upgraded to a new 36-month, or 60 month service period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all High Capacity Service that is upgraded.

**(2) Upgrades in Capacity (DS1 to DS3)**

If the Customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity (i.e., DS1 to DS3), discontinuance charges will not apply, provided all the following conditions are met:

- the Customer's order for the disconnect of the existing DS1 Service and the installation of the new DS3 Service are received at the same time and specifically reference the application of upgrade in capacity;
- the Customer's disconnect order for the existing DS1 Service must reference the DS3 Service installation order;
- the new service has a total voice equivalent channel capacity greater than the total voice equivalent channel capacity of the service being discontinued; and
- the new Term Discount period meets or exceeds the Term Discount period being discontinued.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.8 High Capacity Optional Rate Plans (Cont'd)****(A) Term Discounts (Cont'd)****(2) Upgrades in Capacity (DS1 to DS3) (Cont'd)**

A new minimum service period applies to all upgrades. Channel Termination nonrecurring charges for an equivalent channel capacity of the existing services being upgraded to the higher speed service will not be assessed. For example, 30 DS1 Services are being upgraded to DS3 Service. A capacity of 3 is installed at the Customer's request. A total of 2 DS3 Channel rate elements will be installed without Channel Termination nonrecurring charges being assessed, as it will require 2 DS3 Channel rate elements to provide the equivalent channel capacity of the existing services. Channel Termination nonrecurring charges will not apply to the upgraded lower speed services placed on the higher speed service if requested at the same time as the upgrade request. Channel Termination nonrecurring charges will apply for capacity that exceeds the existing equivalent channel capacity.

Should the Customer choose to upgrade either a portion of, or the entire DS1 Service under the Term Discount plan to a DS3 Service and move the service to a new Customer location(s) within the same state and LATA, and when service is provided by the same telephone company, discontinuance charges will not apply.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.2 Rate Regulations (Cont'd)****5.2.8 High Capacity Optional Rate Plans (Cont'd)****(A) Term Discounts (Cont'd)****(3) Discontinuance of Service**

If the Customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the Customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent for DS1 service, and fifty percent for DS3 service, of the total undiscounted monthly charges will apply to the remaining portion of the discount service term.

Should the Customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent for DS1 Service, and fifty percent for DS3 Service, of the total undiscounted monthly charges will apply to the remaining portion of the discount period. For example, a Customer has a DS1 Service which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.3 Voice Grade Service****5.3.1 Basic Channel Description**

A Voice Grade channel is a channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated as two-wire or four-wire. Voice Grade channels are provided between Customer designated premises, between a Customer designated premises and a Company hub or hubs, or between a Customer designated premises and a WATS Serving Office (WSO).

Voice Grade Special Access Services are typically used for voice and voiceband data applications. Typical examples of voice grade circuits are Foreign Exchange lines (station end only), multipoint private line, voice trunk type, two-point voice grade data (one-way or simultaneous two-way), multipoint voice grade data, and voice grade telephoto or facsimile. These examples of applications are not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

Rates and charges for Special Access Voice Grade Service are as set forth in Section 10.3.1 of this tariff.

**5.3.2 Technical Specifications Packages and Network Channel Interfaces**

The Company will provide technical specification packages at the time the Voice Grade Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the Voice Grade Service is ordered.

**5.3.3 Optional Features and Functions****(A) Central Office Bridging Capability**

- (1) Voice Bridging (two-wire and four-wire)
- (2) Data Bridging (two-wire and four-wire)
- (3) Telephoto Bridging (two-wire and four-wire)
- (4) DATAPHONE Select-A-Station Bridging with sequential arrangement ports or addressable arrangement ports

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.3 Voice Grade Service (Cont'd)

##### 5.3.3 Optional Features and Functions (Cont'd)

###### (A) Central Office Bridging Capability (Cont'd)

###### (5) Telemetry and Alarm Bridging

Split Band, Active Bridging  
Passive Bridging  
Summation, Active Bridging

The rates for these options are set forth in 10.3.1 of this tariff.

###### (B) Central Office Multiplexing

Voice to Telegraph Grade. An arrangement that converts a Voice Grade channel to Telegraph Grade channels using frequency division multiplexing.

The rate for this option is set forth in Section 10.3.1 of this tariff.

###### (C) Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade services. The rates for these options are set forth in Section 10.3.1 of this tariff.

For two-point services, the parameters apply to each service as measured end-to-end. For multipoint services, the parameters apply as measured on each mid-link or as measured on each end link. C-Type conditioning and Data Capability may be combined on the same service.

Industry standard technical references shall apply to all conditioning provided by the Company. The Company will identify the applicable technical reference publication(s) to the Customer following receipt of an Access Service Request that includes a request for conditioning.

(T)

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.3 Voice Grade Service (Cont'd)****5.3.3 Optional Features and Functions (Cont'd)****(C) Conditioning (Cont'd)****(1) C-Type Conditioning**

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are delineated in applicable technical references to be identified by the Company.

**(2) Improved Attenuation Distortion**

Improved Attenuation Distortion upgrades the frequency versus loss limits of the channel. The technical specifications for Improved Attenuation Distortion are delineated in applicable technical references to be identified by the Company. This option is available only when ordered in combination with C-Type Conditioning.

**(3) Improved Envelope Delay Distortion**

Improved Envelope Delay Distortion upgrades the frequency versus delay response limits of the channel. The technical specifications for Improved Envelope Delay Distortion are delineated in applicable technical references to be identified by the Company. This option is available only when ordered in combination with C-Type Conditioning.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.3 Voice Grade Service (Cont'd)

##### 5.3.3 Optional Features and Functions (Cont'd)

##### (C) Conditioning (Cont'd)

##### (4) Data Capability (D Conditioning)

Data Capability provides transmission characteristics suitable for data communications. Specifically, Data Capability provides for the control of Signal to C-Notched Noise Ratio and intermodulation distortion. It is available for two-point services or three-point multipoint services.

The Signal to C-Notched Noise Ratio and intermodulation distortion parameter for Data Capability are delineated in applicable technical references to be identified by the Company. The rate for this option is set forth in Section 10.3.1 of this tariff.

When a service equipped with Data Capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

##### (5) Telephoto Capability

Telephoto Capability provides transmission characteristics suitable for telephotographic communications. Specifically, Telephoto Capability is provided for the control of attenuation distortion and envelope delay distortion on telephotographic services. The attenuation distortion and envelope delay distortion parameters for Telephoto Capability are delineated in applicable technical references to be identified by the Company.

The rate for this option is set forth in Section 10.3.1(C)(2) of this tariff.

##### (6) Sealing Current Conditioning

Sealing Current Conditioning is provided to help maintain continuity on dry metallic loops.

(D)  
(D)



**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.3 Voice Grade Service (Cont'd)****5.3.3 Optional Features and Functions (Cont'd)****(D) Customer Specified Premises Receive Level**

This option allows the Customer to specify the receive level at the Point of Termination. The level must be within a specific range on effective four- wire transmission. The ranges are delineated in applicable industry standard technical references to be identified by the Company following receipt of an Access Service Request requesting Customer specified receive level. The rate for this option is set forth in Section 10.3.1 of this tariff.

(T)

**(E) Improved Return Loss**

- (1) On Effective Four-Wire Transmission at Four-Wire Point of Termination (applicable to each two- wire port): Provides for a fixed 600-ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer's premises where this option is ordered. The Improved Return Loss parameters are delineated in applicable industry standard technical references to be identified by the Company. The rate for this option is set forth in Section 10.3.1 of this tariff.
- (2) On Effective Two-Wire Transmission at Two-Wire Point of Termination: Provides for more stringent Echo Control specifications. In order for this option to be applicable, the transmission path must be four-wire at one POT and two-wire at the other POT. Placement of Company equipment may be required at the Customer's premises with the two-wire POT. The Improved Return Loss parameters are delineated in applicable industry standard technical references to be identified by the Company. The rate for this option is set forth in Section 10.3.1 of this tariff.

**ACCESS SERVICE**

**5. SPECIAL ACCESS (Cont'd)**

**5.3 Voice Grade Service (Cont'd)**

**5.3.3 Optional Features and Functions (Cont'd)**

**(F) Signaling Capability**

Signaling Capability provides for the ability to transmit signals from one Customer premises to another Customer premises on the same service. The rate for this option is set forth in Section 10.3.1 of this tariff.

Technical Publication TR-TSY-000335 contains network channel interfaces for which Voice Grade service do not require signaling capability. A comprehensive list of specific Network Channel Interface codes can be obtained from Telcordia Technologies, Inc.

Technical Publication TR-TSY-000335 contains network channel interfaces for which Voice Grade service require signaling capability. The signaling capability charge will not apply when used in the provision of WATS access service.

(C)  
|  
(C)

**(G) Selective Signaling Arrangement**

An arrangement that permits code selective ringing for up to ten codes on a multipoint service. The rate for this option is set forth in Section 10.3.1 of this tariff.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.3 Voice Grade Service (Cont'd)****5.3.3 Optional Features and Functions (Cont'd)****(H) Transfer Arrangement**

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to another channel that terminates in either the same or a different Customer premises. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option. The rate for this option is set forth in Section 10.3.1 of this tariff.

**(I) Public Packet Switching Network (PPSN) Interface Arrangement**

An arrangement that provides the interface requirements that permit a Voice Grade service to interface with a Public Packet Switching Network packet switch located in a Company premises. The interface is compatible with X.25 and X.75 packet switching protocols as defined by the CCITT. This option is provided on an Individual Case Basis as set forth in Section 10.3.1 of this tariff.

**(J) Four-Wire/Two-Wire Conversions**

When a Customer requests that an effective four-wire channel be terminated with a two-wire channel interface at the Customer designated premises, a four-wire to two-wire conversion is required. The Customer will be charged the four-wire Channel Termination rate as set forth in Section 10.3.1 of this tariff when an effective four-wire is specified in the order for service. The rate for the conversion is included as part of the basic four-wire Channel Termination rate.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.3 Voice Grade Service (Cont'd)****5.3.3 Optional Features and Functions (Cont'd)****(K) Improved Two-Wire Voice Transmission****(1) Loss Deviation**

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is -4.0 dB to +4.0 dB.

**(2) Attenuation Distortion**

The maximum Attenuation Distortion in the 404 to 280 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +6.0 dB.

**(3) C-Message Noise**

The maximum C-Message Noise for the transmission path at the route miles listed is less than:

<u>Route Miles</u>	<u>C-Message Noise</u>
less than 50	35 dBrnc
51 to 100	37 dBrnc
101 to 200	40 dBrnc
201 to 400	43 dBrnc
401 to 1000	45 dBrnc

**(4) Return Loss**

The Return Loss, expressed as Echo Return Loss (ERL) and Singing Return Loss (SRL), is equal to or greater than:

ERL	13.0 dB
SRL	6.0 dB

The rate for the provision of Improved Two-Wire Voice Transmission is included as part of the basic Channel Termination rate.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.4 Program Audio Service****5.4.1 Basic Channel Description**

A Program Audio channel is a channel with bandwidth measured in Hz for the transmission of a complex signal voltage. The actual bandwidth is a function of the channel interface selected by the Customer. Only one-way transmission is provided. Program Audio channels are provided between Customer designated premises or between a Customer designated premises and a Company hub or hubs.

Program Audio Special Access services are typically used in full-time and part-time applications for radio broadcasting, noncommercial educational audio, and wired music. These examples of applications are not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

Rates and charges for Special Access Program Audio Service are as set forth in Section 10.3.2 of this tariff.

**5.4.2 Technical Specifications Packages and Network Channel Interfaces**

The Company will provide technical specification packages at the time the Program Audio Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the Program Audio Service is ordered.

**5.4.3 Optional Features and Functions****(A) Central Office Bridging Capability**

Distribution Amplifier

**(B) Gain Conditioning**

Control of 1004 Hz AML at initiation of service to 0 dB  $\pm$  0.5 dB.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.5 Digital Data Service****5.5.1 Basic Channel Description**

A Digital Data channel is a channel for duplex four-wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0\* Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Company through the Company's facilities to the Customer in the received bit stream. Digital Data channels are provided as either hubbed or non-hubbed services between Customer designated premises or between a Customer designated premises and a Company hub or hubs. The hubs providing hubbed digital service and the wire centers providing non-hubbed digital service are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF FCC NO. 4 .

The Customer may provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the Customer premises.

The Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds (if provided through a Digital Data hub) while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in applicable industry standard technical references to be identified by the Company.

Rates and charges for Special Access Digital Data Service are as set forth in Section 10.3.3 of this tariff.

**5.5.2 Technical Specifications Packages and Network Channel Interfaces**

The Company will provide technical specification packages at the time the Digital Data Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the Digital Data Service is ordered.

\* When 64.0 Kbps service is multiplexed on a DS1 High Capacity service, the DS1 must be equipped to provide Clear Channel Capability.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.5 Digital Data Service (Cont'd)

##### 5.5.2 Technical Specifications Packages and Network Channel Interfaces (Cont'd)

(D)

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(D)

##### 5.5.3 Optional Features and Functions

The Optional Features and Functions described in (A), (B), and (C) following are only available where Digital Data Service is provided via a hub. The Optional Features and Functions described in (D) following are available where Digital Data Service is provided on a non-hubbed basis.

###### (A) Central Office Bridging Capability

Bridging is not available on a 64.0 Kbps channel.

###### (B) Transfer Arrangement

An arrangement that affords the Customer an additional measure of protection and/or flexibility in the use of their access channel(s) on a 1xN basis. The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premises. This arrangement is only available at a Company designated hub. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as a part of the option.

###### (C) Public Packet Switching Network (PPSN) Interface Arrangement

An arrangement that provides the interface requirements that permit a Digital Data Service to interface with a Public Packet Switching Network packet switch located in a Company premises. The interface is compatible with X.25 and X.75 packet switching protocols as defined by the CCITT.

## ACCESS SERVICE

### 5. SPECIAL ACCESS (Cont'd)

#### 5.6 High Capacity Service

##### 5.6.1 Basic Channel Description

A High Capacity channel is a channel for the transmission of nominal 64.0 Kbps\* or 1.544, 3.152, 6.132, 44.736, or 274.176 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer. High Capacity channels are provided between Customer designated premises or between a Customer designated premises and a Company hub or hubs.

The Customer may provide the Network Channel Terminating Equipment associated with the High Capacity channel at the Customer's premises.

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24 hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained applicable industry standard technical references to be identified by the Company.

Rates and charges for Special Access High Capacity Service are as set forth in Section 10.3.4 of this tariff.

- \* Available only as a channel of a 1.544 Mbps facility to a Company Digital Data hub or as a cross connect of two 2.4, 4.8, 9.6, 56.0 or 64.0 Kbps channels of two 1.544 Mbps facilities to a Digital Data hub(s). The Customer must provide system and channel assignment data.



**ACCESS SERVICE**

**5. SPECIAL ACCESS (Cont'd)**

**5.6 High Capacity Service (Cont'd)**

**5.6.2 Technical Specifications Packages and Network Channel Interfaces**

The Company will provide technical specification packages at the time the High Capacity Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the High Capacity Service is ordered.

(D)

(D)

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.6 High Capacity Service (Cont'd)****5.6.3 Optional Features and Functions****(A) Automatic Loop Transfer**

The Automatic Loop Transfer provides protection on a 1xN basis against failure of the facilities between a Customer designated premises and the wire center serving that premises. Protection is furnished through the use of a switching arrangement that automatically switches to a spare channel line when a working line fails. The spare channel is not included as a part of the option. This option requires compatible equipment at both the serving wire center and the Customer designated premises. The Customer is responsible for providing the equipment at its designated premises.

**(B) Transfer Arrangement**

An arrangement that affords the Customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premises. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

**ACCESS SERVICE**

**5. SPECIAL ACCESS (Cont'd)**

**5.6 High Capacity Service (Cont'd)**

**5.6.3 Optional Features and Functions (Cont'd)**

**(C) Central Office Multiplexing**

**(1) DS4 to DS1**

An arrangement that converts a 274.176 Mbps channel to 168 DS1 channels using digital time division multiplexing.

**(2) DS3 to DS1**

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

**(3) DS2 to DS1**

An arrangement that converts a 6.312 Mbps channel to four DS1 channels using digital time division multiplexing.

**(4) DS1C to DS1**

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using digital time division multiplexing.

**(5) DS1 to Voice**

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data Service.

**(6) DS1 to DS0**

An arrangement that converts a 1.544 Mbps channel to 23 64.0 Kbps channels utilizing digital time division multiplexing.

**ACCESS SERVICE****5. SPECIAL ACCESS (Cont'd)****5.6 High Capacity Service (Cont'd)****5.6.3 Optional Features and Functions (Cont'd)****(C) Central Office Multiplexing (Cont'd)****(7) DS0 to Subrate**

An arrangement that converts a 64.0 Kbps channel to subspeeds of up to twenty 2.4 Kbps, ten 4.8 Kbps, or five 9.6 Kbps channels using digital time division multiplexing.

**(D) Clear Channel Capability (CCC)**

- (1) CCC is an arrangement that allows a Customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel or over a 1.544 Mbps High Capacity channel derived from a multiplexed 44.736 Mbps High Capacity channel with no constraint on the quantity or sequence of one and zero bits. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in applicable industry standard technical references. The Company will identify the applicable technical references as needed.
- (2) CCC is provided, subject to availability of facilities, on DS1/1.544 Mbps High Capacity channels between two Customer designated premises and on multiplexed DS3/44.736 Mbps High Capacity channels or multiplexed DS1/1.544 Mbps High Capacity channels\* between a Company hub office and a Customer designated premises. The wire centers providing CCC are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF FCC NO. 4.
- (3) The CCC optional feature may be ordered at the same time the High Capacity service is ordered or it may be ordered as an addition to an existing High Capacity Service. The Customer must agree to out-of-service periods required to add this feature to an existing High Capacity Service. The charges for the CCC optional feature are as set forth in 5.2.2 (C)(3) preceding.

\* Available only on a DS1-to-Digital multiplexed configuration.

**ACCESS SERVICE****6. SPECIAL CONSTRUCTION****6.1 Special Construction****6.1.1 Basis for Rates and Charges**

Rates and charges for special construction will be determined by the Company on an Individual Case 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.

**6.1.2 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.

- (A) The termination liability period is the initial service term with respect to said specially constructed facilities.
- (B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 6.1.1 above:
- (C) 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 6.1.2(B) 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.

**6.2 Individual Case Basis Arrangement**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

**ACCESS SERVICE****7. BILLING NAME AND ADDRESS**

Billing Name and Address (BNA) provides the billing name and address of an end-user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operative service providers, enhanced service providers and any other provider of interstate telecommunication services) for telecommunications 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 have not have established a formal relationship with the Customer.

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

**7.1 Undertaking of the Company**

- 7.1.1 All requests for information will be by facsimile.
- 7.1.2 The Company will specify the format in which requests are to be submitted.
- 7.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- 7.1.4 The Company will provide the most current BNA information resident in its database. Due to normal end-user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

**7.2 Obligations of the Customer**

- 7.2.1 With each order for BNA Service, the Customer shall identify the authorized individual, the address, and/or the facsimile to receive the BNA information.

**ACCESS SERVICE**

**7. BILLING NAME AND ADDRESS (Cont'd)**

**7.2 Obligations of the Customer (Cont'd)**

7.2.2 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.

7.2.3 The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer’s end-user records, accounts, databases or market data, record files and databases or other systems it assembles through the use of BNA Service.

**7.3 Usage Rates**

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company’s information database. The rates contained in Section 10.5 of this tariff apply to BNA.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK****8.1 Stand-Alone Broadband Network Transport (SABNT)****8.1.1 General**

(A) Stand-Alone Broadband Network Transport (SABNT) Service is a high-speed packet-based advanced data service that provides connectivity between Customer Locations, using packet-switching technology and Internet Protocol (IP). In connection with SABNT, the Company offers Virtual Local Area Network (VLAN) service through use of Virtual Private Network (VPN) functions.

(B) SABNT Service provides transport services with capabilities for various service arrangements that may be used to meet individual customer needs.

(C) The SABNT customer is responsible for providing and maintaining all required customer premises equipment (CPE), which is compatible with SABNT and complies with the standards for either Ethernet or IP, whichever is utilized by the customer for the SABNT service, specified in one or more of the following technical publications.

Ethernet	IEEE Std. 802.3 - 2000, Part 3, Clauses 14, 15, 21, 26, 29, and 34 through 38 - Information Technology – Telecommunications and Information Exchange Between Systems – Local and Metropolitan Area Networks – Specific Requirements
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IP	Request For Comments (RFC) 791, Internet Protocol, DARPA Internet Program Protocol Specification, September 1981.
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VPN	Request For Comments (RFC) 2547, Border Gateway Protocol/Multiprotocol Label Switching/Virtual Private Networks (BGP/MPLS/VPNs), March 1999.
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**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.1 General (Cont'd)

- (D) SABNT Service, as provided under the provisions of this tariff section, is offered for Customer premises located within the Telephone Company's local exchange service areas.
- (E) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other tariffs of the Company.
- (F) The Company's SABNT rates are referenced to the following ILEC tariff and the indicated issuing carrier:

ILEC  
John Staurulakis, Inc.  
Tariff FCC No. 1

ISSUING CARRIER  
Horry Telephone Cooperative, Inc.

- (G) For SABNT Service, the Service Date Change Charge, Expedited Orders Charge and Cancellation Charge, as defined in Section 3 preceding, are applicable.

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations

(A) Explanation of Terms

(1) Stand-Alone Broadband Network Transport Service

Stand-Alone Broadband Network Transport Service is a data transport service which emulates the properties of a circuit-switched network allowing Local Area Networks (LANs) to send bi-directional traffic to other LANs.

(2) Local Area Network (LAN)

A Local Area Network (LAN) is a communications network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes typically within a building or campus environment.

(3) Virtual Local Area Network (VLAN)

A Virtual Local Area Network (VLAN) is a logical grouping of SABNT connections that allows data transmission between such connections to occur as if all connections are on the same physical LAN.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK****8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)****8.1.2 Regulations (Cont'd)****(A) Explanation of Terms (Cont'd)****(4) Class of Service (CoS)**

Class of Service (CoS) is a way of managing traffic in a network by grouping similar types of traffic together and treating each type as a class with its own level of service priority.

**(5) Stand-Alone Broadband Network Transport (SABNT) Connection**

A SABNT Connection provides high-speed data connections that are a part of a packet-based IP network within Company local service areas. SABNT Service provides the ability to order Ethernet Service or other supported packet-based services where a single customer connection can support multiple applications with varying Classes of Service (CoS).

SABNT Service provides customer capabilities to support different Classes of Service (CoS), i.e., Real-Time, Business Critical, Interactive, and Best Effort, as described in Section 8.1.2(A)(8) following, over the same SABNT Connection allowing increased flexibility to provision bandwidth requirements for voice, data, and video applications. The customer specifies the required Class of Service (CoS) Package Profile for each SABNT Connection.

For each SABNT Connection, the customer's bandwidth will be limited to the bandwidth associated with each CoS specified in the CoS Package Profile selected by the customer.

A SABNT Connection is capable of interconnecting with other packet-based connections that are operating within the Company's local service area.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK**8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)8.1.2 Regulations (Cont'd)(A) Explanation of Terms (Cont'd)(5) Stand-Alone Broadband Network Transport (SABNT) Connection (Cont'd)

A SABNT Connection provides data channel transport that connects a customer's premise to the SABNT wire center associated with the SABNT Connection. Customer locations greater than 10 miles from the SABNT wire center will have an associated additional mileage charge.

(6) Stand-Alone Broadband Network Transport (SABNT) Connection Additional Mileage Charge

Additional mileage charges associated with a SABNT Connection apply when the total distance from the customer premises to the SABNT wire center serving the customer's premises is greater than the distance in miles covered by the SABNT Connection charge. The distance covered by the SABNT Connection charge is ten (10) miles. The additional mileage is measured in airline miles from the customer premises to the SABNT wire center associated with the SABNT Connection. Fractions of miles will be considered as a whole mile.

## ACCESS SERVICE

### 8. PUBLIC PACKET DATA NETWORK

#### 8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

##### 8.1.2 Regulations (Cont'd)

##### (A) Explanation of Terms (Cont'd)

##### (7) VLAN Aggregation

Customers subscribing to a SABNT Arrangement are provided with the VLAN Aggregation feature. VLAN Aggregation provides multiple LAN connectivity across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common SABNT Service interface. VLAN Aggregation utilizes IEEE 802.1Q VLAN Tagging procedures.

The VLAN Aggregation Service Establishment Charge is a charge to provision a SABNT Connection with the VLAN Aggregation feature and identifies the host connection or the “aggregator” connection.

The VLAN Aggregation Network Assignment Charge is a charge to provision any remote connection to the VLAN Aggregation host “aggregator” connection.

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(A) Explanation of Terms (Cont'd)

(8) Class of Service (CoS) Package Profile

For each SABNT Connection the customer must decide the mix of packet-based applications to be supported on that Connection, the Class of Service (CoS) Package Profile, and the amount of bandwidth to be assigned for each CoS. The customer's bandwidth will be limited to the fixed speed associated with each CoS. Therefore, total bandwidth available to support transmission of a specific CoS will depend upon the size of the customer's SABNT Connection and the specific CoS percentages the customer selects for the SABNT Connection.

A customer may select different CoS Package Profiles for different connections that share the same network VLAN, or SABNT network arrangement. However, technical limitations may limit the total number of different CoS Package Profiles that can be utilized in a single SABNT network arrangement.

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(A) Explanation of Terms (Cont'd)

(8) Class of Service (CoS) Package Profile (Cont'd)

SABNT Connections support the following CoS:

- (a) Real-Time. This CoS supports Voice over Internet Protocol (VoIP) applications. The Real-Time CoS is supported by a low latency queue.
- (b) Business Critical. This CoS supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc.
- (c) Interactive Video. This CoS supports interactive video applications.
- (d) Best-Effort. This CoS is the default CoS for all other traffic that is not defined as Business Critical, Interactive Video, or Real-Time and is included, at no additional charge, with the SABNT Connection charge. Customer traffic that is not marked with a particular CoS will be treated as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP).

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK****8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)****8.1.2 Regulations (Cont'd)****(A) Explanation of Terms (Cont'd)****(9) Reconfiguration Changes**

A customer request to modify a SABNT Connection subsequent to the establishment of the connection is considered a reconfiguration change. Nonrecurring charges provided for processing certain reconfiguration changes are the Service Reconfiguration Charge and System Reconfiguration Charge. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the reconfiguration change request and applies as specifically set forth herein in lieu of other SABNT nonrecurring charges. Such changes are not treated as disconnects and do not change minimum period requirements.

A Service Reconfiguration Charge is applicable for requests where the work required is a minor change that does not involve changing the physical service type. The Service Reconfiguration Charge is applicable as set forth in 8.1.2(C)(4)(b) following for a request to change an existing connection to a different connection that is the same physical service type but is considered to be a lower order of service.

A System Reconfiguration Charge is applicable for requests where the work required involves changing to a different physical service type or involves major support system changes. The System Reconfiguration Charge is applicable as set forth in 8.1.2(C)(4)(a) following for requests to change an existing connection to a different connection that is a different physical service type. The System Reconfiguration Charge is also applicable to changes with the Network Channel Terminating Equipment (NCTE) interface option from optical to electrical, or vice-versa, and to changes to the premises powering options from AC power to DC power (or vice-versa).



**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK**8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)8.1.2 Regulations (Cont'd)(A) Explanation of Terms (Cont'd)(10) Stand-Alone Broadband Network Transport (SABNT) Meet Point Interface (MPI)

The SABNT Meet Point Interface (MPI) rate element is for a standard Ethernet defined interface between the SWC Ethernet switch and a customer location outside the Telephone Company's serving area. Customers located in the serving area of an adjacent telephone company may order an MPI from the Telephone Company for connection to the Ethernet facilities ordered by the customer from a telephone company with a serving area adjacent to that of the Telephone Company at the meet point between the two telephone companies. Interstate interexchange carriers may order an MPI for connection to Ethernet facilities ordered by the interexchange carrier from a telephone company with a serving area adjacent to that of the Telephone Company. MPIs will be billed by the Telephone Company subject to the Meet Point Billing provisions of Section 2.5.2(G) preceding. Standard Ethernet signaling protocols provided by the Telephone Company shall apply to the interface. The MPI rate element includes termination at the network side of the Telephone Company Ethernet switch and the Telephone Company's portion of the facilities up to the meet point.

A SABNT MPI comprises two elements:

SABNT MPI Channel Mileage Facility

SABNT MPI Channel Mileage Termination

The customer can connect multiple SABNT Connections provided by the Telephone Company within its local exchange service area provided that the aggregate capacity of the SABNT Connections does not exceed the capacity of the SABNT MPI ordered by the customer. Interface capability will be provided by the Telephone Company as part of the SABNT MPI Channel Termination.

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(B) Basis of Offering

- (1) Suspension of service is not allowed.
- (2) SABNT Service is available 24 hours per day, 7 days per week, except for preventive maintenance.
- (3) Obligations of Customer and Company
  - (a) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
  - (b) The customer is responsible for the provision and maintenance of all customer provided equipment and for insuring that the operating characteristics of the customer equipment is compatible with, and does not interfere with, the services offered by the Company.
  - (c) At the Service Connection point, the customer's signaling must conform to the standards identified to the customer by the Company in response to the Access Service Request.
- (4) The minimum service period for all SABNT tariff components is twelve months.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK****8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)****8.1.2 Regulations (Cont'd)****(B) Basis of Offering**

- (5) Due to the nature of the SABNT Service, it will be necessary to perform preventive maintenance and software updates. Therefore, SABNT Service will be unavailable during the period of time when preventive maintenance is being performed. This could result in SABNT Service being unavailable during the period of time between 12:00 AM and 6:00 AM Eastern Time on any given morning. The Company, upon written notice to the customer, may adjust the maintenance window.

**(C) Provision of Service - Stand-Alone Broadband Network Transport (SABNT) Connection**

- (1) Rates and charges contained in this Tariff consist of the following elements:
- (a) Stand-Alone Broadband Network Transport Connection
  - (b) Stand-Alone Broadband Network Transport Connection Additional Mileage Charge
  - (c) Class of Service (CoS) Package Profile
  - (d) Service Reconfiguration
  - (e) System Reconfiguration
  - (f) Stand-Alone Broadband Network Transport Meet Point Interface Channel Mileage Facility
  - (g) Stand-Alone Broadband Network Transport Meet Point Interface Channel Mileage Termination
- (2) All service connection charges for SABNT Service are included in the respective nonrecurring charges specified herein.
- (3) SABNT Connections are provided utilizing various equipment configurations referred to herein as "physical service types".

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(C) Provision of Service - Stand-Alone Broadband Network Transport (SABNT) Connection (Cont'd)

- (4) Requests by a customer to change from one SABNT arrangement to another SABNT arrangement will be considered a Reconfiguration Change.

(a) System Reconfiguration

A customer request to change an existing SABNT arrangement to a new arrangement that is a different physical service type is considered a System Reconfiguration request. As an example, a request to modify the transport medium from copper to fiber would constitute a System Reconfiguration.

(b) Service Reconfiguration

A customer request to change an existing SABNT arrangement to a new arrangement that is the same physical service type is considered a Service Reconfiguration. As an example, a request to modify the bandwidth allocation(s) would constitute a Service Reconfiguration.

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(D) Moves

(1) A move involves a change in the physical location of one of the following:

(a) The point of interface at the customer premises.

(b) The customer's premises.

(2) The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the nonrecurring, i.e., installation, charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a disconnect at the existing location, and all associated nonrecurring charges will apply at the new location. The customer will remain responsible for satisfying the remainder of the existing contract.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK****8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)****8.1.2 Regulations (Cont'd)****(E) Term Discounts**

SABNT Service may be ordered at the customer's option on a monthly rate basis, subject to a minimum service period of twelve months, or for a Term Discount period of either 36 months (3 years) or 60 months (5 years).

The minimum service period for SABNT Service is twelve months.

For customers that subscribe to the Term Discount plan for 36 months (3 years) or 60 months (5 years), discount percentages and monthly recurring charge rates set forth in Section 10.6 following will be frozen against, respectively, decreases in discount percentages and increases in monthly recurring charge rates filed in this tariff for the duration of the committed term Discount term. Any increases in discount percentages or decreases in monthly recurring charges filed in the tariff during the committed Term Discount term will be passed through to customers subscribing to the Term Discount plan on a going-forward basis from the effective date of the revised percentage and/or rates.

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not submit an access service request or other written notice of election for a new Term Discount plan fifteen business days prior to the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan all eligible SABNT rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months as the case may be) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

**ACCESS SERVICE****8. PUBLIC PACKET DATA NETWORK**8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)8.1.2 Regulations (Cont'd)(E) Term Discounts (Cont'd)

Eligible SABNT service rate elements are all monthly recurring charges for services provided by the Telephone Company. As long as the number of SABNT services included in a Term Discount plan remains constant, customer requests to install and disconnect SABNT services, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period and Discontinuance of Service charges as set forth in (3) following will not apply.

(1) Upgrades in Term Discounts

Services provided under monthly rates may be upgraded to a Term Discount plan at any time without incurring nonrecurring charges or discontinuance charges for existing services. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all SABNT service that is upgraded.

(2) Upgrades in Capacity

If the customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity, discontinuance charges will not apply, provided all the following conditions are met:

- the customer's order for the disconnect of the existing SABNT service and the installation of the new SABNT service are received at the same time and specifically reference the application of upgrade in capacity;
- the customer's disconnect order for the existing SABNT service must reference the new SABNT service installation order;

**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(E) Term Discounts (Cont'd)

(2) Upgrades in Capacity (Cont'd)

- the new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. Nonrecurring charges for an equivalent capacity of the existing services being upgraded to the higher speed service will not be assessed.

(3) Discontinuance of Service

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period.

Should the customer choose to discontinue service ordered under a 36 month Term Discount plan after the minimum service period but before the completion of the discount period, discontinuance charges equal to the charges for the months of service rendered at the undiscounted monthly rates less any amounts previously paid will apply.



**ACCESS SERVICE**

**8. PUBLIC PACKET DATA NETWORK**

8.1 Stand-Alone Broadband Network Transport (SABNT) (Cont'd)

8.1.2 Regulations (Cont'd)

(E) Term Discounts (Cont'd)

(3) Discontinuance of Service (Cont'd)

Should the customer choose to discontinue service ordered under a 60 month Term Discount plan after the minimum service period but before the completion of the first 36 months of the Term Discount period, discontinuance charges equal to the charges for the months of service rendered at the undiscounted monthly rates less any amounts previously paid will apply.

Should the customer choose to discontinue service ordered under a 60 month Term Discount plan after completion of the first 36 months of the Term Discount period, discontinuance charges equal to the charges for the months of service rendered at 36 month (3 year) Term Discount monthly rates less any amounts previously paid will apply.

**ACCESS SERVICE**

**9. RESERVED FOR FUTURE USE**

**ACCESS SERVICE****10. RATES AND CHARGES****10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Frontier is the ILEC**

The rates contained in this Section 10.1 are based on references to the Frontier Telephone Companies Tariff FCC No. 5 and are applicable to areas served by Horry Telephone Cooperative, Inc. – CLEC Operations for which the incumbent local exchange carrier (ILEC) is Frontier Communications of the Carolinas, Inc.-South Carolina. Frontier Communications of the Carolinas, Inc.-South Carolina is an issuing carrier for Frontier Telephone Companies Tariff FCC No. 5.

**10.1.1 Switched Transport****(A) Entrance Facility**

The monthly recurring charges and nonrecurring charges for Switched Access Switched Transport Entrance Facilities are the applicable current monthly rates and nonrecurring charge rates for South Carolina based on the type of Entrance Facility (Voice Grade Two-Wire, Voice Grade Four-Wire, DS1 or DS3) and, if applicable, the applicable rate zone at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(J), (K) and (L). Types of Entrance Facilities provided by the Company are subject to availability.

**(B) Tandem-Switched Transport  
Tandem-Switched Facility  
Per Access Minute Per Mile**

The recurring rate charged by the Company for Tandem-Switched Facility is the applicable current rate for Tandem-Switched Transport-Tandem-Switched Transmission Facility for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(A).

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Frontier is the ILEC (Cont'd)****10.1.1 Switched Transport (Cont'd)**

- (C) Tandem-Switched Transport  
Tandem-Switched Termination  
Per Access Minute Per Termination

The recurring rate charged by the Company for Tandem-Switched Termination is the applicable current rate for Tandem-Switched Transport-Tandem-Switched Transmission Termination for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(B).

- (D) Tandem-Switched Transport  
Tandem Switching  
Per Access Minute Per Tandem

The recurring rate charged by the Company for Tandem Switching is the applicable current rate for Tandem-Switched Transport Tandem Switching for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(C). Tandem Switching only applies if the customer orders connection through a Company Tandem or the Tandem of the Company's ILEC operations, for which the Company will bill Tandem Switching at the Frontier Telephone Companies' applicable Tandem Switching rate.

- (E) Shared Tandem-Switched Transport  
Multiplexing  
Per Access Minute

The recurring rate charged by the Company for Shared Tandem-Switched Transport Multiplexing is the applicable current rate for Shared Tandem-Switched Transport Multiplexing for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(D).

## ACCESS SERVICE

### 10. RATES AND CHARGES (Cont'd)

#### 10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Frontier is the ILEC (Cont'd)

##### 10.1.1 Switched Transport (Cont'd)

###### (F) Shared Tandem-Switched Transport Trunk Port Per Access Minute

The recurring rate charged by the Company for Shared Tandem-Switched Transport Trunk Port is the applicable current rate for Shared Tandem-Switched Transport Trunk Port for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.3(E).

###### (G) Dedicated Tandem-Switched Transport Trunk Port Monthly Rate per DS0 or DS1

The monthly recurring rate charged by the Company for Dedicated Tandem-Switched Transport Trunk Port is the applicable current rate for Dedicated Tandem-Switched Transport Trunk Port at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.2(I).

##### 10.1.2 End Office Local Switching Per Access Minute

The recurring rate charged by the Company for Local Switching is the applicable current rate for Local Switching-Premium Rates-Bundled for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.3(B).

##### 10.1.3 Information Surcharge Per Access Minute

The recurring rate charged by the Company for Information Surcharge is the applicable current rate for Information Surcharge-Premium Rates for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.4.

**ACCESS SERVICE**

**10. RATES AND CHARGES (Cont'd)**

10.1 Switched Access Service Rates Applicable to South Carolina Areas for Which Frontier is the ILEC (Cont'd)

10.1.4 Presubscribed Interexchange Carrier Charges (PICC)

The recurring rates charged by the Company for the Presubscribed Interexchange Carrier Charge (PICC) for Multi-line Business Subscribers, ISDN PRI Arrangements and Centrex CO and CO-like subscribers are the applicable rates per month for Presubscribed Interexchange Carrier Charges for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 12.4.5(B). There is no PICC Charge for Residential lines or single-line Business lines.

10.2 800 Toll Free Database Access Service Queries

The Basic-Per Query rate charged by the Company for 800 Toll Free Database Access Service Queries is the applicable current rate for 800 Toll Free Database Access Service Queries for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.3(A). The Premium-Per Query rate charged by the Company for 800 Toll Free Database Access Service Queries is the applicable current rate for 800 Toll Free Database Access Service Queries for South Carolina at Frontier Telephone Companies Tariff FCC No. 5, Section 4.6.3(A).

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service10.3.1 Voice Grade Service

		<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A)	Channel Termination Per Termination		
	- Two-Wire	\$15.62	\$119.59
	- Four-Wire	\$23.56	\$119.59
(B)	Channel Mileage		
	Channel Mileage Facility Per Mile	\$ 1.02	
	Channel Mileage Termination Per Termination	\$10.36	
(C)	Optional Features and Functions		
	Bridging		
	<u>Voice Bridging</u> Per Port		
	Two-Wire/Four-Wire		
	- Two-Wire	\$ 2.00	
	- Four-Wire	\$ 2.00	

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.3 Special Access Service (Cont'd)****10.3.1 Voice Grade Service (Cont'd)****Monthly  
Rate****(C) Optional Features and Functions (Cont'd)****Bridging****Data Bridging per port****- Two-Wire \$ 2.00****- Four-Wire \$ 2.00****Telephoto Bridging per port****- Two-Wire \$ 2.00****- Four-Wire \$ 2.00****DATAPHONE Select-A-Station Bridging****Sequential Arrangement,  
Ports  
Per channel connected****- Two-Wire \$ 11.59****- Four-Wire \$ 61.46****Addressable Arrangement,  
Ports  
Per channel connected****- Two-Wire \$ 12.40****- Four-Wire \$ 63.15****Telemetry and Alarm Bridging****Active Bridging Channel  
Connections  
Per channel connected****- Split Band \$ 4.64****- Summation \$ 1.81****Passive Bridging Channel  
Connections  
Per channel connected****\$ 0.13**

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Director of Industry Affairs  
Horry Telephone Cooperative, Inc. - CLEC Operations  
3480 Highway 701 North  
Conway, SC 29528



**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service (Cont'd)10.3.1 Voice Grade Service (Cont'd)

	Monthly <u>Rate</u>
(C) Optional Features and Functions (Cont'd)	
Conditioning Per Termination	
- C Type	\$6.24
- Improved Attenuation Distortion	None
- Improved Envelope Delay Distortion	None
- Data Capability	\$2.21
- Telephoto Capability	\$3.38
- Sealing Current	None
Improved Return Loss for Effective Two-Wire or Four-Wire Transmission Per Termination	
- Two-Wire	\$4.41
- Four-Wire	\$4.41
Customer Specified Receive Level per two-wire termination	\$1.90

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service (Cont'd)10.3.1 Voice Grade Service (Cont'd)

	Monthly <u>Rate</u>
(C) Optional Features and Functions (Cont'd)	
Multiplexing Per arrangement Voice to Telegraph Grade	\$118.12
Signaling Capability Per termination	\$ 3.58
Selective Signaling Arrangement Per arrangement	\$ 3.39
Transfer Arrangement (key activated or dial up)	
- Per four port arrangement including control channel termination	\$ 1.63
- Per five port arrangement including control channel termination	\$ 3.73
Public Packet Switching Network (PPSN) Interface Arrangement Per arrangement	ICB

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service (Cont'd)10.3.2 Program Audio Service

		Monthly Rate	Daily Rate	Nonrecurring Charge	
				Monthly	Daily
(A)	Channel Termination Per Termination				
	- 200 to 3500 Hz	\$21.21	\$2.12	\$133.69	\$133.69
	- 100 to 5000 Hz	23.22	2.32	133.69	133.69
	- 50 to 8000 Hz	23.22	2.32	133.69	133.69
	- 50 to 15000 Hz	23.22	2.32	133.69	133.69
(B)	Channel Mileage				
	Channel Mileage Facility Per Mile		Monthly Rate	Daily Rate	
	- 200 to 3500 Hz		\$ 1.55	\$ 0.16	
	- 100 to 5000 Hz		3.09	1.31	
	- 50 to 8000 Hz		4.63	0.46	
	- 50 to 15000 Hz		6.18	0.62	
	Channel Mileage Termination Per Termination				
	- 200 to 3500 Hz		\$ 15.48	\$ 1.55	
	- 100 to 5000 Hz		30.96	3.10	
	- 50 to 8000 Hz		46.44	4.64	
	- 50 to 15000 Hz		61.92	6.19	

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service (Cont'd)10.3.2 Program Audio Service (Cont'd)

	Monthly <u>Rate</u>	Daily <u>Rate</u>
(C) Optional Features and Functions		
Bridging, Distribution Amplifier Per Port	\$10.43	\$1.04
Gain Conditioning per service	\$ 6.42	\$0.64
Stereo per service	\$10.51	\$1.05

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.3 Special Access Service (Cont'd)****10.3.3 Digital Data Service**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) Channel Termination Per Termination		
- 2.4 kbps	\$25.99	\$101.84
- 4.8 kbps	25.99	101.84
- 9.6 kbps	25.99	101.84
- 56.0 kbps	25.99	101.84
- 64.0 kbps	25.99	101.84
(B) Channel Mileage		
Channel Mileage Facility Per Mile		
- 2.4 kbps	\$ 0.96	
- 4.8 kbps	0.96	
- 9.6 kbps	0.96	
- 56.0 kbps	1.90	
- 64.0 kbps	1.90	
Channel Mileage Termination Per Termination		
- 2.4 kbps	\$10.22	
- 4.8 kbps	10.22	
- 9.6 kbps	10.22	
- 56.0 kbps	19.73	
- 64.0 kbps	19.73	

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.3 Special Access Service (Cont'd)****10.3.3 Digital Data Service (Cont'd)**

	<u>Monthly Rate</u>
(C) Optional Features and Functions	
Bridging Per port	\$ 2.80
Loop Transfer Arrangement Per four port arrangement Key activated or Dial-Up	\$ 3.24
Public Packet Switching Network Interface Arrangement	
- Per 9.6 kbps arrangement	ICB
- Per 56.0 kbps arrangement	ICB
(D) Channel Service Unit Per Termination	
- 2.4 kbps	\$14.79
- 4.8 kbps	14.79
- 9.6 kbps	19.39
- 56.0 kbps	20.08
- 64.0 kbps	20.08

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.3 Special Access Service (Cont'd)****10.3.4 High Capacity Service**

		<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A)	Channel Termination Per Termination		
	- DS1 1.544 Mbps	\$ 68.45	\$214.63
	- DS1C 3.152 Mbps	ICB	ICB
	- DS2 6.312 Mbps	ICB	ICB
	- Capacity of 1 DS3 44.736 Mbps Interface	479.15	
	- per DS3 Channel Installed		735.00
	- Capacity of 3 DS3 44.736 Mbps Interface	730.25	
	- per DS3 Channel Installed	530.25	735.00
	- Capacity of 6 DS3 44.736 Mbps Interface	ICB	
	- per DS3 Channel Installed	ICB	ICB
	- Capacity of 12 DS3 44.736 Mbps Interface	ICB	
	- per DS3 Channel Installed	ICB	ICB
	- DS4 274.176 Mbps	ICB	ICB

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.3 Special Access Service (Cont'd)****10.3.4 High Capacity Service (Cont'd)**

		<u>Monthly Rate</u>
<b>(B) Channel Mileage</b>		
Channel Mileage Facility Per Mile		
- 64 kbps		\$ 1.90
- 1.544 Mbps		19.70
- 3.152 Mbps		ICB
- 6.312 Mbps		ICB
- 44.736 Mbps		137.90
- 274.176 Mbps		ICB
Channel Mileage Termination Per Termination		
- 64 kbps		\$ 19.73
- 1.544 Mbps		78.51
- 3.152 Mbps		ICB
- 6.312 Mbps		ICB
- 44.736 Mbps		549.57
- 274.176 Mbps		ICB
<b>(C) Term Discounts</b>		<u>Percentage</u>
<u>DS1 and DS3 services</u>		
36 months		10%
60 months		20%
		<u>Monthly Rate</u>
<b>(D) Optional Features and Functions</b>		
Multiplexing, per arrangement		
DS4 to DS1		ICB
DS3 to DS1		\$ 255.71
DS2 to DS1		ICB
DS1C to DS1		ICB
DS1 to Voice		\$ 73.54
DS1 to DSO		\$ 77.91
DSO to Subrates		
- Up to 20	2.4 kbps services	\$ 164.13
- Up to 10	4.8 kbps services	100.74
- Up to 5	9.6 kbps services	88.02



**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.3 Special Access Service (Cont'd)10.3.4 High Capacity Service (Cont'd)

	Monthly Rate
(D) Optional Features and Functions (Cont'd)	
Automatic Loop Transfer Per arrangement	\$211.60
Transfer Arrangement (key activated or dial up) Per four port arrangement including control channel termination	\$ 89.92
(E) Network Channel Terminating Equipment (NCTE) Per termination	
- 1.544 Mbps	\$ 44.57
- Automatic Loop Transfer	487.16

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.4 Other Services10.4.1 Access OrderingCharge(A) Access Order Charge

Per order	\$110.00
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(B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in Section 10.4.1(A) preceding does not apply. The applicable charge is:

Service Date Change Charge, per order	\$ 32.00
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(C) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:

Design Change Charge, per order	\$ 32.00
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(D) Miscellaneous Service Order Charge

Per Occurrence	\$ 32.00
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(E) Expedited Order Charge \$520.00(F) Cancellation Charge \$ 34.00

**ACCESS SERVICE****10. RATES AND CHARGES** (Cont'd)10.4 Other Services (Cont'd)10.4.2 Additional Engineering

	<u>Additional Engineering Periods</u>	<u>Each Half Hour or Fraction Thereof</u>
(A)	Basic time per engineer normally scheduled working hours	\$20.43
(B)	Overtime per engineer outside of normally scheduled working hours	\$30.65
(C)	Premium time per engineer outside of scheduled workday.	\$40.87

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.4 Other Services (Cont'd)10.4.3 Additional Labor

	Each Half Hour or <u>Fraction Thereof</u>
(A) Installation or Repair	
- Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$28.93*
- Premium Diem, outside of scheduled work day, per technician	\$38.57
(B) Stand by	
- Basic time, normally scheduled working hours, per technician	\$20.84
- Overtime, outside of normally scheduled working hours on a scheduled work day per technician	\$31.26
- Premium Time, outside of scheduled work day, per technician	\$41.68

\* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.4 Other Services (Cont'd)10.4.3 Additional Labor (Cont'd)

		<u>Each Half Hour or Fraction Thereof</u>	
		<u>Installation and Repair Technician</u>	<u>Central Office Maintenance Technician</u>
(C)	Testing and Maintenance with other Telephone Companies, or Other Labor		
-	Basic Time per technician (normally scheduled working hours)	\$19.29	\$19.55
-	Overtime per technician (outside of normally scheduled working hours on a scheduled work day)	\$28.93	\$29.32
-	Premium Time per technician (outside of scheduled work day)	\$38.57	\$39.09

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.4 Other Services (Cont'd)10.4.4 Miscellaneous Services(A) Additional Cooperative Acceptance Testing - Switched AccessTesting PeriodsBasic Time, Overtime  
and Premium TimeSee the rates  
for Additional  
Labor as set  
forth in 10.4.3  
preceding.(B) Additional Automatic Testing - Switched AccessTo First Point of Switching

Additional Tests

	<u>Per Test Per Transmission Path</u>
Gain-Slope Tests	\$2.89
C-Notched Noise Tests	\$2.89
1004 Hz Loss	\$2.89
C-Message Noise	\$2.89
Balance (return loss)	\$2.89

**ACCESS SERVICE**

**10. RATES AND CHARGES (Cont'd)**

10.4 Other Services (Cont'd)

10.4.4 Miscellaneous Services (Cont'd)

(C) Additional Manual Testing - Switched Access

To First Point of Switching

Additional Tests

Gain-Slope, C-Notched Noise and any other agreed to tests, per technician	See the rates for Additional Labor as set forth in 10.4.3 preceding
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(D) Additional Cooperative Acceptance Testing - Special Access

Testing Periods

Basic Time, Overtime and Premium Time	See the rates for Additional Labor as set forth in 10.4.3 preceding.
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**ACCESS SERVICE**

**10. RATES AND CHARGES (Cont'd)**

10.4 Other Services (Cont'd)

10.4.4 Miscellaneous Services (Cont'd)

(E) Additional Manual Testing - Special Access

Testing Periods

Basic Time, Overtime  
and Premium Time

See the rates for  
Additional Labor as set  
forth in 10.4.3 preceding.

(F) Maintenance of Service

Maintenance of Service Periods

Basic Time, Overtime  
and Premium Time

See the rates for  
Additional Labor as set  
forth in 10.4.3 preceding.



**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)**10.4 Other Services (Cont'd)10.4.4 Miscellaneous Services (Cont'd)

(G)	<u>Restoration Priority</u>	<u>Nonrecurring Charge</u>
		Per service arranged \$ 54.63
(H)	<u>Controller Arrangement</u>	<u>Monthly Rate</u>
		Per Arrangement \$100.00
(I)	<u>Presubscription</u>	<u>Nonrecurring Charge</u>
		Per Telephone Exchange Service line or trunk \$ 5.00
(J)	<u>Unauthorized PIC Change</u>	<u>Nonrecurring Charge</u>
		Business/Residential \$ 35.65 Pay Phone 57.57
(K)	<u>Blocking Service</u>	<u>Nonrecurring Charge</u>
		Per exchange service line or trunk and/or per Feature Group A Switched Access line \$ 4.24
(L)	<u>Local Service Request Charge</u>	<u>Nonrecurring Charge</u>
		Local Service Request Charge \$17.00

**ACCESS SERVICE**

**10. RATES AND CHARGES (Cont'd)**

10.4 Other Services (Cont'd)

10.4.5 Special Facilities Routing of Access Services

(A) Diversity

The rates and charges will be developed on an individual case basis.

(B) Avoidance

The rates and charges will be developed on an individual case basis.

(C) Diversity and Avoidance Combined

The rates and charges will be developed on an individual case basis.

(D) Cable-Only Facilities

The rates and charges will be developed on an individual case basis.

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.4 Other Services (Cont'd)****10.4.6 Specialized Service or Arrangements**

Specialized Service or Arrangements are provided on an individual case basis.

**10.4.7 Special Construction****(A) Basis for Rates and Charges**

Rates and charges for Special Construction are on an individual case basis.

**10.5 Billing Name and Address Service**

	<u>Nonrecurring Charge</u>
Per BNA Order	\$ 50.94
Per BNA Record	\$ 0.33
Optional Magnetic Tape Charge - Per Magnetic Tape	\$ 91.44
Optional Format Programming Charge - Per Hour	\$ 60.00

**ACCESS SERVICE****10. RATES AND CHARGES (Cont'd)****10.6 Stand-Alone Broadband Network Transport (SABNT)**

The rates charged by the Company for SABNT are the applicable current rates for the indicated ILEC tariff and the respective issuing carrier.

	John Staurulakis, Inc. FCC No. 1 – Horry Telephone Cooperative, Inc.
SABNT Connection Charges Per Connection	17.4.8.4(A)
SABNT Additional Mileage Charge Per Mile	17.4.8.4(B)
SABNT Package Profiles	17.4.8.4(C)
SABNT VLAN Aggregation Network Assignment Charge Per Request, Per Connection	17.4.8.4(D)
SABNT Service Reconfiguration Charge Per Request, Per Connection	17.4.8.4(E)
SABNT System Reconfiguration Charge Per Request, Per Connection	17.4.8.4(F)
SABNT Term Discount Plan or Pricing	17.4.8.4(G)