

ACCESS SERVICES

RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO INTERSTATE COMMUNICATIONS FACILITIES
FURNISHED BY

**QUANTUMSHIFT COMMUNICATIONS, INC.,
D/B/A VCOM SOLUTIONS**

12657 Alcosta Blvd., Suite 418
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ACCESS SERVICES

CHECK SHEET

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ISSUING CARRIER

QuantumShift Communications, Inc.,
D/B/A vCom Solutions

CONCURRING CARRIERS

None

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

ACCESS SERVICES

EXPLANATION OF SYMBOLS

- (C) - to signify a changed regulation
- (D) - to signify a discontinued rate or regulation
- (I) - to signify a rate increase
- (L) - to signify a matter relocated without change
- (N) - to signify a new rate or regulation
- (R) - to signify a rate reduction
- (S) - to signify a reissued matter
- (T) - to signify a change in text but no change in rate, regulation or charge

ACCESS SERVICES

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.(1)
 - 2.1.1.A.(1)(a)

ACCESS SERVICES

SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are described below.

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

Access Minutes

Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

Access Services

Includes all services and facilities provided by the Company for the origination or termination of any interstate or foreign telecommunications or other communications services that have the ability to reach the public switched telephone network regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology.

Access Service Request (ASR)

The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem

A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

Advance Payment

Part or all of a payment required before the start of service.

Answer Supervision

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

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SECTION 1 – DEFINITIONS (CONT'D)

Automatic Number Identification (ANI)

The term "Automatic Number Identification" (ANI) denotes the automatic transmission of information digits and a seven or ten digit number to the customer's premises for calls originating in the LATA, to identify the calling station.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Central Office (CO)

The term "Central Office" denotes a local Company switching system located at a wire center where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s)

A communications path between two or more points.

Competitive Local Exchange Carrier (CLEC)

The term "CLEC" denotes a telecommunications company, certified by a state utilities commission, to provide a competitive local exchange service in ILEC Territory.

Commission

The Federal Communications Commission (FCC)

Company or QuantumShift Communications, Inc., d/b/a vCom Solutions ("vCom")

The issuer of this tariff, and its concurring subsidiaries.

CPE - Customer Premises Equipment

All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer

The term "customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs), end users and interconnectors.

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SECTION 1 – DEFINITIONS (CONT'D)

Customer Premises

The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

Dedicated Access

Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes the following: (1) the transport between the serving wire center of the customer's premises and a Company end office, Company Hub or Company access tandem or between a Company Hub and a Company end office or Company access tandem on circuits dedicated to the use of a single customer, without switching at the Company access tandem or, (2) the transport with Tandem Signaling Information (i.e., CIC and OZZ codes or equivalent SS7 parameters) between the serving wire center of the customer-provided tandem premises and a Company equal access end office subtending the customer-provided tandem or a Company Hub or between a Company Hub and a Company equal access end office subtending the customer-provided tandem.

DS0

Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1

Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3

Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Dual Tone Multifrequency (DTMF)

Tone signaling, also known as touch tone signaling

800 Data Base Access Service

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

8XX Service Provider

The term "8XX Service Provider" denotes a telecommunications company, including Exchange and Interexchange Carriers that offer 8XX Service to subscribers.

End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Neustar.

End Office Common Trunk Port

Where separately invoiced, provides for termination or origination services at the switch for common transport trunks.

End Office Switch

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User or User

"End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

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ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

End User Premises

The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Entrance Facility

The term "Entrance Facility" denotes the dedicated Switched Access transport facility from the customer's premises or point of demarcation to the Company serving wire center.

Equal Access

Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such End Offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service (EAS) area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given Local Access and Transport Area.

Facilities

Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, switching equipment, etc., utilized to provide the services offered under this tariff.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

The term "Hub" denotes a Company designated wire center at which bridging, multiplexing or connections to other services are performed (e.g., WATS Access Service, PPSN and connections of two like services installed as two separate services).

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Interstate Communications

Any communications with that crosses over a state boundary. Interstate communications includes interstate and international communications.

Intrastate Access Service

Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LATA

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

LEC

Local Exchange Company

Local Calling Area

A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Location Routing Number

The term "Location Routing Number" denotes a ten-digit number used to uniquely identify a switch that has ported numbers.

Message

The term "Message" denotes a "call" as defined preceding.

Multifrequency (MF) Address Signaling

The term "Multifrequency (MF) Address Signaling" denotes a signaling method in which a combination of two out of six Voiceband frequencies are used to represent a digit or a control signal.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Address

The term "Network Address" denotes a numeric character string used to identify the customer network location of the DTE and the destination of each virtual call made within the network to that location.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

North American Numbering Plan (NANP)

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

On-net

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PIC

The term "Primary Interexchange Carrier" (PIC) denotes the Interexchange Carrier (IC) of choice as designated by an end user for business or residential service or a location provider for a pay telephone.

Point of Presence or POP

The physical location associated with an Interexchange Carrier's communication and switching systems.

Point Of Interconnection

The term "Point of Interconnection" denotes the Company-designated point of physical demarcation outside the Company's wire center where the interconnector provided and owned fiber optic facilities end and the Company's fiber optic facilities begin for Expanded Interconnection-Collocation Service.

Point of Termination

The term "Point of Termination" denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located aboveground or underground on private property or on customer acquired Right-of-Way. Except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Presubscription

An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier (PIC)

The term "Primary IC" (PIC) denotes the Interexchange Carrier (IC) of choice as designated by an end user for business or residential service or a location provider for a pay telephone.

Query

The term "Query" denotes the inquiry to a Company database to obtain information, processing instructions or service data.

Recurring Charge

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

Service Commencement Date

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 in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., end offices and access tandems), data bases or operator service systems that are equipped with CCS.

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switch

A mechanical, electrical or electronic device which opens or closes circuits, completes or breaks an electrical path, or selects a path or circuits for routing of access services as defined herein.

Switched Access

Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Service Provider

The term "Tandem Service Provider" denotes any interested third party including competitive access providers, interexchange carriers and end users, requesting Tandem Signaling Information for the purpose of providing tandem switching to carry CST3 or FGD Service traffic from a Company end office to their own tandem, switch traffic at that point, and deliver the traffic to the appropriate interexchange carrier.

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SECTION 1 – DEFINITIONS (CONT'D)

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes the transport between an access tandem and end offices that subtend the access tandem that utilizes tandem switching functions. Tandem-Switched Transport consists of circuits used in common by multiple customers from the tandem to an end office.

Terminal Equipment

Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction

The use of Switched Access Service for the completion of calls from a Customer's Point of Presence 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 (TDM) 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.

Transmission Path

An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Transport Facility

Where separately invoiced, provides for the transmission of calls between the Customer designated premises and the switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication.

Transport Interconnection

Where separately invoiced, recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing or dedicated signaling (i.e. SS7) rates. This rate applies to both Tandem Switched and Direct Trunked Access Minutes. The rate is applied at the Company switch.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Transport Termination

Where separately invoiced, provides for the line or trunk side arrangements that terminate the Local Transport facilities on the Company switch(s).

Trunk

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

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Toll Free

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

Unauthorized PIC Change

The term "Unauthorized PIC Change" denotes an end user or location provider who's selected PIC was changed and the IC is unable to produce the signed end user or location provider Letter of Authorization (LOA) to the Company for the resolution of the PIC dispute.

ACCESS SERVICES

SECTION 1 – DEFINITIONS (CONT'D)

Universal Emergency Telephone Number (911) Service

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points

Wire Center

A building in which one or more central offices, used for the provision of Exchange Services, are located.

ACCESS SERVICES

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish switched or dedicated access communications services pursuant to the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.
- D) The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

- 2.2 Use of the Company's Service
- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
 - 2.2.2 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.
 - 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
 - 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - REGULATIONS (CONT'D)

2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's 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.
- 2.3.3 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.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.4 Assignment and Transfer

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

2.5 Application for Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

- A) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B) Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.7 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.8 Liability of the Company

- 2.8.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.8.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.8 Liability of the Company (Cont'd)

- 2.8.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.8.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.8.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.8.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.8.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.8.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.8.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.9 Liability of the Customer

- 2.9.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.9.2 To the extent caused by the acts or omissions of the Customer as described in 2.9.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.9.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.9.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.10 Obligations of the Customer

2.10.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- a) 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- b) the expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities;
- c) providing at no charge, as specified from time to time by the Company, any needed personnel, access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the 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 section prior to accepting an order (if required) for service;
- e) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

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ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.10 Obligations of the Customer (Cont'd)

2.10.1 (Cont'd)

- f) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.10.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

a) Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.10 Obligations of the Customer (Cont'd)

2.10.2 (Cont'd)

b) Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.10.3 Jurisdictional Reports Requirements

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. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

Customer must state percentage of interstate traffic (PIU) on a quarterly basis at the beginning of each calendar month, in advance.

Customer must state percentage of Toll VoIP-PSTN Traffic (PVU) on a quarterly basis at the beginning of each calendar quarter, in advance for both interstate and intrastate jurisdictions.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.10 Obligations of the Customer (Cont'd)

2.10.3 Jurisdictional Reports Requirements (Cont'd)

Customer must state percentage of CMRS-originated traffic (PCU) on a quarterly basis at the beginning of each calendar quarter, in advance. If CMRS originated, must state traffic that is inter-MTA (PCIU) on a quarterly basis at the beginning of each calendar quarter, in advance.

In all cases, the burden of proof, contrary to data gathered by the Company, is on the customer.

2.11 Customer Deposits and Advance Payments

2.11.1 Deposits

- A) To safeguard its interests, the Company may require the 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) two months' charges for a service or facility which has a minimum payment period of one month: or
 - 2) the charges that would apply for the minimum payment period 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.
- B) A deposit may be required in addition to an advance payment.
- C) 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 it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.11 Customer Deposits and Advance Payments (Cont'd)

2.11.1 Deposits (Cont'd)

- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.12.2 Advance Payment

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.12.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);

2.12.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.12 Billing and Payment for Service

2.12.3 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- A) All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B) Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E) Customer billing for dedicated services will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- G) Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H) In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.12 Billing and Payment for Service (Cont'd)

2.12.4 Disputed Charges

- A) Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer.
- B) Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services.
- C) If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D) If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.12.6.
- E) If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times an unadjusted interest rate paid as set forth in 2.12.6.
- F) If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.12.5 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.12 Billing and Payment for Service (Cont'd)

2.12.6 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

2.12.7 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.12.8 Taxes, Surcharges and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs (however, designated), (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

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ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.13 Cancellation by Customer

2.13.1 General

- A) Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B) Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A) If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - 1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - 3) all recurring charges specified in the applicable service order for the balance of the then current term.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- c) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- d) In the event of tampering with the equipment or services of the Company or its agents.
- e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.14 Cancellation by Company (Cont'd)

2.14.2 (Cont'd)

- f) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days' notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- e) For use of telephone service for any property or purpose other than that described in the application.
- f) For Customer's breach of any contract for service between the Company and the Customer.
- g) For periods of inactivity in excess of sixty (60) days.

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SECTION 2 - REGULATIONS (CONT'D)

2.15 Restoration of Service

2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.

2.15.2 A restoration fee of \$50.00 per account, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, and 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.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

2.16.4 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 under 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. Subject to this responsibility, the Company shall not be responsible for: (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by Customer-provided equipment; or (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - REGULATIONS (CONT'D)

2.17 Interconnection

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.18 Customer-Provided Equipment

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.19 Inspection, Testing and Adjustments

- 2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies 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.

2.20 Allowances for Interruptions in Service

2.20.1 General

- A) Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd)

2.20.1 General (Cont'd)

- B) An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer 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.

2.20.2 Limitations of Allowances

- A) No credit allowance will be made for any interruption in service:
 - 1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
 - 2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - 3) due to circumstances or causes beyond the reasonable control of the Company;
 - 4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd)

2.20.2 Limitations of Allowances (Cont'd)

A) Cont'd

- 5) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 7) that was not reported to the Company within 30 days of the date that service was affected.
- 8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.20.4 Application of Credits for Interruptions in Service

- A) Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd)

2.20.4 Application of Credits for Interruptions in Service (Cont'd)

- B) The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C) For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service
- D) No credits will be provided for usage sensitive services.

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.21 Notices and Communications (Cont'd)

2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.21.5 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 second business day following placement 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.

2.21.6 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.

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.10.3.

- A) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- B) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- C) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

2.24 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

When an Access Service is provided to a customer where one portion of the service is provided by one Exchange Telephone Company and the other portion of the service is provided by another Exchange Telephone Company, the Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

ACCESS SERVICES

SECTION 2 - REGULATIONS (CONT'D)

2.25 Application of Access Charges to Toll VoIP-PSTN Traffic

2.25.1 All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in Section 4 of this tariff. "Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different Local Calling Areas as determined by the Commission.

2.25.2 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

2.26 Presubscribed Interexchange Carrier Charge (PICC)

- A) Minimum Period – The Minimum period for which End User Access is provided and for which rates are applicable is the same as that in the general and/or local exchange tariffs for the associated switched access service.
- B) Cancellation of Application – End User Access is cancelled when the order for the associated switched access service is cancelled. No cancellation charges apply.
- C) Changes to Orders – When changes are made to orders for the switched access service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE

3.1 Access Services

3.1.1 General

- A) Switched Access Service provides a two-point communications path between a Customer's Premises and an End User's premises for the duration of a call. It provides for the ability to originate calls from an End User's premises to a Customer Premises and to terminate calls from a Customer's Premises to an End User's premises. Switched Access Service is provided regardless of the technology used in transmission. This includes, but is not limited to, Internet Protocol, packet-based, or similar services.
- B) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- C) In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- D) In those situations where a CMRS provider terminates intermits traffic over the Company's network then the rates, terms and conditions of this tariff will apply.

3.2 Provision and Description of Switched Access Service

- 3.1.1 Switched Access Service is furnished for originating and terminating calls by the Customer to its End User. Switched Access Service is furnished on a per-line or per trunk basis.
- 3.1.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access Service, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

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

3.2.3 Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic Switched Access Service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

3.2.4 Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from Company ' s End Office via the Customer ' s tandem provider. Delivery of calls to, or acceptance of calls from, the Customer ' s End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company ' s switched access services as described and priced herein.
- B. Direct Connect Access: The Company will provide facilities between the Customer ' s premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 3.7.6 of this tariff.

3.3 Rate Categories

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

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

In addition to the three rate categories, there are rate elements applicable to certain Switched Access services:

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 4.1.9, following.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.3.1 End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The Company's composite rate is not discountable based on the customer's use of only some of the identified elements. The composite rate element includes the following access components:

A. Common Line

The Common Line component is related to the use of Company-provided end user common lines by customers and end users for intrastate access.

B. Switched Transport

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

C. End Office Switching

The End Office Switching component is related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

3.3.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

3.3.3 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.4 Access Ordering

3.4.1 General

- A) Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B) A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C) 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:
 - 1) Customer name and Premises address(es);
 - 2) Billing name and address (when different from Customer name and address); and
 - 3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.4 Access Ordering (Cont'd)

3.4.2 Access Service Date Intervals

- A) Access Service is provided with Standard or Negotiated Intervals
- B) The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
 - 1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
 - 2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services 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, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
 - a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - b) There is no existing facility connecting the Customer Premises with the Company; or

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.3 Rate Categories (Cont'd)

3.4 Access Ordering (Cont'd)

3.4.2 Access Service Date Intervals (Cont'd)

B) (Cont'd)

2) (Cont'd)

- a) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- b) The Company determines that Access Service cannot be installed within the Standard Interval.
- C) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

3.6 Obligations of the Company

3.6.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A) Network Management

The Company will administer its network to ensure that 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 minimal delay encountered within the Company network. The Company maintains 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 a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.6 Obligations of the Company (Cont'd)

3.6.1 (Cont'd)

B) Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A) Customers are responsible for providing the following reports to the Company, when applicable:

1) 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 Section 2.10.3 preceding. Charges will be apportioned in accordance with those reports.

2) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

B) On and Off-Hook Supervision

The Customer ' s facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations

3.8.1 General

There are three type of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A) Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B) Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C) Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Continued)

3.8.3 Measurement and Billing of Access Minutes

- A) When recording originating calls over Switched Access Service with multi- frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multi- frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- B) When recording originating calls over Switched Access Service with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.3 Measurement and Billing of Access Minutes (Cont'd)

- C) Mileage, where applicable, will be measured in accordance with standard industry practices.
- D) The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).
- E) Access minutes are accumulated and rounded on a per message basis. Fractional minutes are rounded up to the next whole minute.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.4 Moves

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

- 1) The point of termination at the Customer's Premises, or
- 2) The Customer's Premises

B) 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 as described below:

1) 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 charge for the capacity affected. There will be no change in the minimum period requirements.

2) 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 service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.8 Rate Regulations (Cont'd)

3.8.5 Installation of Optional Features

- A) If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B) For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

- A) Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B) The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C) Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

3.8.7 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D)

3.9 Rate Elements

3.9.1 Switched Access

The Company bills for the access rate elements noted below.

Common Switched Transport

Tandem-Switched Transport - Termination: Includes the transport and termination equipment between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. This rate element is billed on a per minute basis.

Tandem-Switched Transport - Facility: A per minute per mile rate based on the transport distance between the Company's switch and the End Office.

Access Tandem Switching: Provides for access tandem switching features and functions.

Common Transport Multiplexing (CMUX): Provides for use of multiplexing equipment within the transport network.

Common Trunk Port (CTP): Provides for termination of common transport trunk facilities at end office switches

Local/End Office Switching

Local Switching: Provides for local end office switching features and functions.

Host-Remote Transport

Host-Remote Transport - Termination: Provides for transport and termination service between the host switch and remote switch. This service is rated per minute of use on all minutes switched through a remote office.

Host-Remote Transport - Facility: A per minute per mile rate based on the transport distance between the host switch and the remote switch or its equivalent.

Host-Remote CMUX: Provides for use of multiplexing equipment within the host-remote transport network.

Host-Remote CTP: Provides for termination of common transport trunk facilities at remote switches.

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES

4.1 Rates and Charges

The Company provides equal access to all carriers on a nondiscriminatory basis.

4.1.1 AT&T Territory

A. Illinois, Indiana, Michigan, Ohio and Wisconsin

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000103	\$0.000103
Zone 2	\$0.000103	\$0.000103
Zone 3	\$0.000105	\$0.000105
Zone 4	\$0.000107	\$0.000107
Zone 5	\$0.000109	\$0.000109
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000013	\$0.000013
Zones 2-5	\$0.000014	\$0.000014
Access Tandem Switching, per minute		
Zone 1	\$0.001084	\$0.001084
Zone 2	\$0.001116	\$0.001116
Zone 3	\$0.001120	\$0.001120
Zone 4	\$0.001252	\$0.001252
Zone 5	\$0.001800	\$0.001800
CMUX, per minute		
Zone 1	\$0.000015	\$0.000015
Zone 2	\$0.000017	\$0.000017
Zone 3	\$0.000018	\$0.000018
Zone 4-5	\$0.000018	\$0.000018
CTP, per minute, all zones	\$0.000371	\$0.000000
Local Switching, per minute, all zones	\$0.003116	\$0.002954
Host-Remote Transport - Termination, per minute	\$0.000410	\$0.000410
Host-Remote Transport - Facility, per minute per mile	\$0.000021	\$0.000021
Host-Remote CTP, per minute	\$0.000371	\$0.000000

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.1 AT&T Territory (Cont'd)

B. California

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000075	\$0.000075
Zone 2	\$0.000130	\$0.000130
Zone 3	\$0.000240	\$0.000240
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000015	\$0.000015
Zone 2	\$0.000025	\$0.000025
Zone 3	\$0.000044	\$0.000044
Access Tandem Switching, per minute		
Zone 1	\$0.000440	\$0.000440
Zone 2	\$0.001042	\$0.001042
Zone 3	\$0.001750	\$0.001750
CMUX, per minute	\$0.000098	\$0.000098
CTP, per minute, all zones	\$0.004696	\$0.000000
Local Switching, per minute, all zones	\$0.002620	\$0.004036
Host-Remote Transport - Termination, per minute		
Zone 1	\$0.001005	\$0.001005
Zone 2	\$0.001219	\$0.001219
Zone 3	\$0.001232	\$0.001232
Host-Remote Transport - Facility, per minute per mile	\$0.000028	\$0.000028

C. Nevada

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000120	\$0.000120
Tandem-Switched Transport - Facility, per minute per mile	\$0.000008	\$0.000008
Access Tandem Switching, per minute	\$0.001062	\$0.001062
CMUX, per minute	\$0.000018	\$0.000018
CTP, per minute	\$0.001663	\$0.000000
Local Switching, per minute	\$0.001342	\$0.002377
Host-Remote Transport - Termination, per minute	\$0.000901	\$0.000901
Host-Remote Transport - Facility, per minute per mile	\$0.000019	\$0.000019

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.1 AT&T Territory (Cont'd)

D. Arkansas, Kansas, Missouri, Oklahoma, Texas

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000053	\$0.000053
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003	\$0.000003
Access Tandem Switching, per minute	\$0.000288	\$0.000288
CMUX, per minute	\$0.000047	\$0.000047
CTP, per minute	\$0.000900	\$0.000000
Local Switching, per minute	\$0.002563	\$0.003898
Host-Remote Transport - Termination, per minute	\$0.000173	\$0.000173
Host-Remote Transport - Facility, per minute per mile	\$0.000014	\$0.000014

E. Connecticut

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000063	\$0.000063
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003	\$0.000003
Access Tandem Switching, per minute	\$0.000634	\$0.000634
CMUX, per minute	\$0.000082	\$0.000082
CTP, per minute	\$0.001400	\$0.000000
Local Switching, per minute	\$0.003133	\$0.003039
Host-Remote Transport - Termination, per minute	\$0.000285	\$0.000285
Host-Remote Transport - Facility, per minute per mile	\$0.000101	\$0.000101

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.1 AT&T Territory (Cont'd)

F. Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee Carolina, Tennessee, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000168	\$0.000168
Tandem-Switched Transport - Facility, per minute per mile	\$0.000020	\$0.000020
Access Tandem Switching, per minute	\$0.001145	\$0.001145
CMUX, per minute	\$0.000380	\$0.000380
CTP, per minute	\$0.000800	\$0.000000
Local Switching, per minute	\$0.002126	\$0.002849
Host-Remote Transport - Termination, per minute	\$0.000168	\$0.000168
Host-Remote Transport - Facility, per minute per mile	\$0.000020	\$0.000020
Host/Remote - CMUX per minute	\$0.000380	\$0.000380
Host Remote - CTP per minute, per termination	\$0.000800	\$0.000000

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.2 Rates and Charges – CenturyLink QC (formerly Qwest) Territory

A. Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico,
North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Banded over 0-8 miles	\$0.000240	\$0.000240
Banded 9-25 miles	\$0.000240	\$0.000240
Banded 26-50 miles	\$0.000240	\$0.000240
Banded over 50+ miles	\$0.000240	\$0.000240
Tandem-Switched Transport - Facility, per minute, per mile		
Banded over 0-8 miles	\$0.000030	\$0.000030
Banded 9-25 miles	\$0.000030	\$0.000030
Banded 26-50 miles	\$0.000030	\$0.000030
Banded over 50+ miles	\$0.000030	\$0.000030
Access Tandem Switching, per minute	\$0.002252	\$0.002252
CMUX, per minute	\$0.000036	\$0.000036
CTP, per minute	\$0.000747	\$0.000526
Local Switching, per minute	\$0.001974	\$0.001391
Host-Remote Transport - Termination, per minute	\$0.000240	\$0.000240
Host-Remote Transport - Facility, per minute per mile	\$0.000030	\$0.000030
Host/Remote CTP, per minute	\$0.000747	\$0.000526

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory

A. Florida

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000180	\$0.000365
Zone 2	\$0.000200	\$0.000438
Zone 3	\$0.000210	\$0.000598
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000035	\$0.000035
Zone 2	\$0.000040	\$0.000055
Zone 3	\$0.000042	\$0.000080
Access Tandem Switching, per minute		
Zone 1	\$0.000792	\$0.001197
Zone 2	\$0.000880	\$0.001338
Zone 3	\$0.000924	\$0.001693
CMUX, per minute		
Zone 1	\$0.000327	\$0.000327
Zone 2	\$0.000360	\$0.000360
Zone 3	\$0.000370	\$0.000370
CTP, per minute, all zones	\$0.000557	\$0.000557
Local Switching, per minute, all zones	\$0.003568	\$0.002217
Host-Remote Transport - Termination, per minute		
Zone 1	\$0.000365	\$0.000365
Zone 2	\$0.000438	\$0.000438
Zone 3	\$0.000598	\$0.000598
Host-Remote Transport - Facility, per minute per mile		
Zone 1	\$0.000035	\$0.000035
Zone 2	\$0.000055	\$0.000055
Zone 3	\$0.000080	\$0.000080
Host/Remote - CMUX per minute		
Zone 1	\$0.000327	\$0.000327
Zone 2	\$0.000360	\$0.000360
Zone 3	\$0.000370	\$0.000370
Host Remote - CTP per minute, per termination	\$0.000557	\$0.000557

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

B. Nevada

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000324	\$0.000324
Zone 2	\$0.000333	\$0.000333
Zone 3	\$0.000369	\$0.000369
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000015	\$0.000015
Zone 2	\$0.000017	\$0.000017
Zone 3	\$0.000019	\$0.000019
Access Tandem Switching, per minute		
Zone 1	\$0.002052	\$0.002052
Zone 2	\$0.002106	\$0.002106
Zone 3	\$0.002260	\$0.002260
CMUX, per minute		
Zone 1	\$0.000092	\$0.000092
Zone 2	\$0.000096	\$0.000096
Zone 3	\$0.000103	\$0.000103
CTP, per minute	\$0.000363	\$0.000363
Local Switching, per minute	\$0.004130	\$0.002648
Host-Remote Transport - Termination, per minute		
Zone 1	\$0.000324	\$0.000324
Zone 2	\$0.000333	\$0.000333
Zone 3	\$0.000369	\$0.000369
Host-Remote Transport - Facility, per minute per mile		
Zone 1	\$0.000015	\$0.000015
Zone 2	\$0.000017	\$0.000017
Zone 3	\$0.000019	\$0.000019
Host/Remote - CMUX per minute		
Zone 1	\$0.000092	\$0.000092
Zone 2	\$0.000096	\$0.000096
Zone 3	\$0.000103	\$0.000103
Host Remote - CTP per minute, per termination	\$0.000363	\$0.000363

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

C. Indiana, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000253	\$0.000253
Tandem-Switched Transport - Facility, per minute per mile	\$0.000040	\$0.000040
Access Tandem Switching, per minute	\$0.000210	\$0.000210
CMUX, per minute	\$0.000280	\$0.000280
CTP, per minute	\$0.000406	\$0.000406
Local Switching, per minute	\$0.003747	\$0.002174
Host-Remote Transport - Termination, per minute	\$0.000253	\$0.000253
Host-Remote Transport - Facility, per minute per mile	\$0.000040	\$0.000040
Host/Remote - CMUX per minute	\$0.000280	\$0.000280
Host Remote - CTP per minute, per termination	\$0.000406	\$0.000406

D. Kansas, Minnesota, Missouri, Nebraska, Texas, Wyoming

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000218	\$0.000218
Zone 2	\$0.000235	\$0.000235
Zone 3	\$0.000245	\$0.000245
Zone 4	\$0.000278	\$0.000278
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000020	\$0.000020
Zone 2	\$0.000021	\$0.000021
Zone 3	\$0.000023	\$0.000023
Zone 4	\$0.000025	\$0.000025
Access Tandem Switching, per minute		
Zone 1	\$0.000331	\$0.000331
Zone 2	\$0.000362	\$0.000362
Zone 3	\$0.000381	\$0.000381
Zone 4	\$0.000425	\$0.000425
CMUX, per minute		
Zone 1	\$0.000218	\$0.000218
Zone 2	\$0.000235	\$0.000235
Zone 3	\$0.000254	\$0.000254
Zone 4	\$0.000277	\$0.000277
CTP, per minute, all zones	\$0.000498	\$0.000498

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

D. Kansas, Minnesota, Missouri, Nebraska, Texas, Wyoming (Continued)

Local Switching, per minute, all zones	<u>Originating</u>	<u>Terminating</u>
	\$0.003983	\$0.002158
Host-Remote Transport - Termination, per minute	<u>Originating</u>	<u>Terminating</u>
Zone 1	\$0.000218	\$0.000218
Zone 2	\$0.000235	\$0.000235
Zone 3	\$0.000245	\$0.000245
Zone 4	\$0.000278	\$0.000278
Host-Remote Transport - Facility, per minute per mile		
Zone 1	\$0.000020	\$0.000020
Zone 2	\$0.000021	\$0.000021
Zone 3	\$0.000023	\$0.000023
Zone 3	\$0.000025	\$0.000025
Host/Remote - CMUX per minute		
Zone 1	\$0.000218	\$0.000218
Zone 2	\$0.000235	\$0.000235
Zone 3	\$0.000254	\$0.000254
Zone 4	\$0.000277	\$0.000277
Host Remote - CTP per minute, per termination	\$0.000498	\$0.000498

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

E. South Carolina, Tennessee, Virginia

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000252	\$0.000252
Zone 2	\$0.000263	\$0.000263
Zone 3	\$0.000290	\$0.000290
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000030	\$0.000030
Zone 2	\$0.000031	\$0.000031
Zone 3	\$0.000038	\$0.000038
Access Tandem Switching, per minute		
Zone 1	\$0.000879	\$0.000879
Zone 2	\$0.000949	\$0.000949
Zone 3	\$0.001085	\$0.001085
CMUX, per minute		
Zone 1	\$0.000254	\$0.000254
Zone 2	\$0.000277	\$0.000277
Zone 3	\$0.000296	\$0.000296
CTP, per minute, all zones	\$0.000537	\$0.000537
Local Switching, per minute, all zones	\$0.003709	\$0.002064
Host-Remote Transport - Termination, per minute		
Zone 1	\$0.000252	\$0.000252
Zone 2	\$0.000263	\$0.000263
Zone 3	\$0.000290	\$0.000290
Host-Remote Transport - Facility, per minute per mile		
Zone 1	\$0.000030	\$0.000030
Zone 2	\$0.000031	\$0.000031
Zone 3	\$0.000038	\$0.000038
Host/Remote - CMUX per minute		
Zone 1	\$0.000254	\$0.000254
Zone 2	\$0.000277	\$0.000277
Zone 3	\$0.000296	\$0.000296
Host Remote - CTP per minute, per termination	\$0.000537	\$0.000537

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

F. North Carolina, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000226	\$0.000226
Tandem-Switched Transport - Facility, per minute per mile	\$0.000026	\$0.000026
Access Tandem Switching, per minute	\$0.000639	\$0.000639
CMUX, per minute	\$0.000755	\$0.000755
CTP, per minute	\$0.000386	\$0.000386
Local Switching, per minute	\$0.003735	\$0.002215
Host-Remote Transport - Termination, per minute	\$0.000226	\$0.000226
Host-Remote Transport - Facility, per minute per mile	\$0.000026	\$0.000026
Host/Remote - CMUX per minute	\$0.000755	\$0.000755
Host Remote - CTP per minute, per termination	\$0.000386	\$0.000386

G. Washington, Oregon

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute		
Zone 1	\$0.000225	\$0.000225
Zone 2	\$0.000255	\$0.000255
Tandem-Switched Transport - Facility, per minute per mile		
Zone 1	\$0.000025	\$0.000025
Zone 2	\$0.000035	\$0.000035
Access Tandem Switching, per minute		
Zone 1	\$0.000150	\$0.000150
Zone 2	\$0.000160	\$0.000160
CMUX, per minute		
Zone 1	\$0.000225	\$0.000225
Zone 2	\$0.000240	\$0.000240
CTP, per minute, all zones	\$0.000428	\$0.000428
Local Switching, per minute, all zones	\$0.003770	\$0.001884

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

H. Washington, Oregon (Cont'd)

	<u>Originating</u>	<u>Terminating</u>
Host-Remote Transport - Termination, per minute		
Zone 1	\$0.000225	\$0.000225
Zone 2	\$0.000255	\$0.000255
Host-Remote Transport - Facility, per minute per mile		
Zone 1	\$0.000025	\$0.000025
Zone 2	\$0.000035	\$0.000035
Host/Remote - CMUX per minute		
Zone 1	\$0.000225	\$0.000225
Zone 2	\$0.000240	\$0.000240
Host Remote - CTP per minute, per termination	\$0.000428	\$0.000428

I. Ohio, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000412	\$0.000412
Tandem-Switched Transport - Facility, per minute per mile	\$0.000035	\$0.000035
Access Tandem Switching, per minute	\$0.000124	\$0.000124
CMUX, per minute	\$0.000405	\$0.000405
CTP, per minute	\$0.000405	\$0.000405
Local Switching, per minute	\$0.003644	\$0.001978
Host-Remote Transport - Termination, per minute	\$0.000412	\$0.000412
Host-Remote Transport - Facility, per minute per mile	\$0.000035	\$0.000035
Host/Remote - CMUX per minute	\$0.000405	\$0.000405
Host Remote - CTP per minute, per termination	\$0.000405	\$0.000405

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.3 Rates and Charges – CenturyLink (formerly Embarq) Territory (Cont'd)

J. Pennsylvania, New Jersey, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000449	\$0.000449
Tandem-Switched Transport - Facility, per minute per mile	\$0.000022	\$0.000022
Access Tandem Switching, per minute	\$0.001438	\$0.001438
CMUX, per minute	\$0.000469	\$0.000469
CTP, per minute	\$0.000490	\$0.000490
Local Switching, per minute	\$0.003892	\$0.002172
Host-Remote Transport - Termination, per minute	\$0.000449	\$0.000449
Host-Remote Transport - Facility, per minute per mile	\$0.000022	\$0.000022
Host/Remote - CMUX per minute	\$0.000469	\$0.000469
Host Remote - CTP per minute, per termination	\$0.000490	\$0.000490

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.4 Rates and Charges – Verizon Territory

A. Massachusetts, New York/Connecticut, Rhode Island

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000000	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000002	\$0.000002
Access Tandem Switching, per minute	\$0.001574	\$0.001574
CMUX, per minute	\$0.000000	\$0.000000
CTP, per minute*	\$0.001688	\$0.000000
Local Switching, per minute*	\$0.002406	\$0.000000
Composite Terminating End Office Charge, per minute	N/A	\$0.003112
Host-Remote Transport - Terminating, per minute	\$0.000000	\$0.000000
Host/Remote, per minute per mile	\$0.000000	\$0.000000

B. District of Columbia, Delaware, Maryland, New Jersey, Pennsylvania, and Virginia

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000000	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000002	\$0.000002
Access Tandem Switching, per minute	\$0.001574	\$0.001574
CMUX, per minute	\$0.000000	\$0.000000
CTP, per minute*	\$0.001688	\$0.000000
Local Switching, per minute*	\$0.002406	\$0.000000
Composite Terminating End Office Charge, per minute	N/A	\$0.003162
Host-Remote Transport - Terminating, per minute	\$0.000000	\$0.000000
Host/Remote, per minute per mile	\$0.000000	\$0.000000

*Terminating Common Trunk Port and Local Switching elements are reflected in the Composite Terminating End Office Charge (CTEOC) which may be billed as the CTEOC or Local Switching element

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.4 Rates and Charges – Verizon Territory (Cont'd)

C. California (former GTE Territory)

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0015740	\$0.0015740
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute*	\$0.0016920	\$0.0000000
Local Switching, per minute*	\$0.0019019	\$0.0020000
Composite Terminating End Office Charge, per minute	N/A	\$0.0027710
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0016920	\$0.0000000

D. Florida (former GTE Territory), all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0015740	\$0.0015740
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute*	\$0.0016920	\$0.0000000
Local Switching, per minute*	\$0.0020995	\$0.0000000
Composite Terminating End Office Charge, per minute	N/A	\$0.0031360
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0016920	\$0.0000000

*Terminating Common Trunk Port and Local Switching elements are reflected in the Composite Terminating End Office Charge (CTEOC) which may be billed as the CTEOC or Local Switching element.

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.4 Rates and Charges – Verizon Territory (Cont'd)

E. Pennsylvania (former GTE Territory), all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.000000	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0015740	\$0.0015740
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute*	\$0.0016880	\$0.0000000
Local Switching, per minute*	\$0.0024060	\$0.0000000
Composite Terminating End Office Charge, per minute	N/A	\$0.0031280
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0016880	\$0.0000000

F. Texas (former GTE Territory), all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0015740	\$0.0015740
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute*	\$0.0016920	\$0.0000000
Local Switching, per minute*	\$0.0024060	\$0.0000000
Composite Terminating End Office Charge, per minute	N/A	\$0.0031870
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0016920	\$0.0000000

*Terminating Common Trunk Port and Local Switching elements are reflected in the Composite Terminating End Office Charge (CTEOC) which may be billed as the CTEOC or Local Switching element.

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.4 Rates and Charges – Verizon Territory (Cont'd)

G. Virginia (former GTE Territory), all zones

	Originating	Terminating
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0015740	\$0.0015740
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute*	\$0.0016880	\$0.0000000
Local Switching, per minute*	\$0.0024060	\$0.0000000
Composite Terminating End Office Charge, per minute	N/A	\$0.0026230
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0016880	\$0.0000000

*Terminating Common Trunk Port and Local Switching elements are reflected in the Composite Terminating End Office Charge (CTEOC) which may be billed as the CTEOC or Local Switching element.

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.5 Rates and Charges – FairPoint Territory

A. Maine, New Hampshire, Vermont*

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.000000	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.000003	\$0.000003
Access Tandem Switching, per minute	\$0.001600	\$0.001600
CMUX, per minute	\$0.000000	\$0.000000
CTP, per minute	\$0.001595	\$0.0011450
Local Switching, per minute	\$0.002264	\$0.0016250
Host-Remote Transport - Termination, per minute	\$0.000000	\$0.000000
Host/Remote, per minute per mile	\$0.000000	\$0.0000000

4.1.6 Frontier Territory (formerly Verizon)

A. California West Coast

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0021296	\$0.0021296
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0007207	\$0.00000000
Local Switching, per minute	\$0.0026000	\$0.0032000
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0007207	\$0.00000000

*Territory previously served by Verizon.

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

B. Idaho

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0024000	\$0.0024000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0006407	\$0.00000000
 Local Switching, per minute	 \$0.0013794	 \$0.0022380
 Host-Remote Transport - Termination, per minute per termination	 \$0.0000000	 \$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0006407	\$0.00000000

C. Illinois, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0018445	\$0.0018445
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0006571	\$0.0000863
 Local Switching, per minute	 \$0.0019653	 \$0.00177010
 Host-Remote Transport - Termination, per minute per termination	 \$0.0000000	 \$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0006571	\$0.0000863

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

D. Indiana

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0024000	\$0.0024000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0007198	\$0.0000000
Local Switching, per minute	\$0.0020889	\$0.0033118
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0007198	\$0.0000000

E. Michigan

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0030000	\$0.0030000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0005292	\$0.0000000
Local Switching, per minute	\$0.0014123	\$0.0025448
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0005292	\$0.0000000

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

F. North Carolina, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0016490	\$0.0016490
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0006170	\$0.0000000
Local Switching, per minute	\$0.0019548	\$0.0033799
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0006170	\$0.0000000

G. Ohio

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0024000	\$0.0024000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0015479	\$0.0000000
Local Switching, per minute	\$0.0022077	\$0.0033330
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0015479	\$0.0000000

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

H. Oregon, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.000000	\$0.000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0043318	\$0.0043318
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0007144	\$0.0000000
 Local Switching, per minute	 \$0.0022081	 \$0.0034781
 Host-Remote Transport - Termination, per minute per termination	 \$0.0000000	 \$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0007144	\$0.0000000

I. South Carolina

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0024000	\$0.0024000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0005352	\$0.0000000
 Local Switching, per minute	 \$0.0020150	 \$0.0025218
 Host-Remote Transport - Termination, per minute per termination	 \$0.0000000	 \$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0005352	\$0.0000000

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

J. Washington, all zones

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0036642	\$0.0036642
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0003861	\$0.0002682
Local Switching, per minute	\$0.0018654	\$0.0018654
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0003861	\$0.0002682

K. Wisconsin

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0024000	\$0.0024000
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0006610	\$0.0000000
Local Switching, per minute	\$0.0025672	\$0.0033636
Host-Remote Transport - Termination, per minute per termination	\$0.0000000	\$0.0000000
Host-Remote Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Host/Remote - CTP, per minute	\$0.0006610	\$0.0000000

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.6 Frontier Territory (formerly Verizon) (Cont'd)

L. West Virginia

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.0000000	\$0.0000000
Tandem-Switched Transport - Facility, per minute per mile	\$0.0000020	\$0.0000020
Access Tandem Switching, per minute	\$0.0016840	\$0.0016840
CMUX, per minute	\$0.0000000	\$0.0000000
CTP, per minute	\$0.0015810	\$0.0000000
Local Switching, per minute	\$0.0022730	\$0.0026766
Host-Remote Transport - Termination, per minute	\$0.0000000	\$0.0000000
Host/Remote, per minute per mile	\$0.0000000	\$0.0000000

4.1.7 Frontier-Rochester Territory

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.00114997	\$0.00114997
Tandem-Switched Transport - Facility, per minute per mile	\$0.00004000	\$0.00004000
Access Tandem Switching, per minute	\$0.00010000	\$0.00010000
CMUX, per minute	\$0.00001000	\$0.00001000
CTP, per minute	\$0.00070000	\$0.00000000
Local Switching, per minute	\$0.00295157	\$0.00328682
Information Surcharge, per minute	\$0.00000000	\$0.00000000
Host-Remote Transport – Termination, per minute	\$0.00114997	\$0.00114997
Host/Remote, per minute per mile	\$0.00004000	\$0.00004000
Access Tandem Switching, CTP, per minute	\$0.00070000	\$0.00000000

ACCESS SERVICES

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.8 Cincinnati Bell Territory

	<u>Originating</u>	<u>Terminating</u>
Tandem-Switched Transport - Termination, per minute	\$0.00060000	\$0.00060000
Tandem-Switched Transport - Facility, per minute per mile	\$0.00011700	\$0.00011700
Access Tandem Switching, per minute	\$0.00200100	\$0.00200100
CMUX, per minute	\$0.00024000	\$0.00024000
CTP, per minute	\$0.00096800	\$0.00096800
Local Switching, per minute	\$0.00386250	\$0.00243100
Information Surcharge, per minute	\$0.00000000	\$0.00000000
Host-Remote Transport - Termination, per minute	\$0.00060000	\$0.00060000
Host/Remote, per minute per mile	\$0.00011700	\$0.00011700

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.9 Toll-Free 8XX Data Base Access Service, per Query

Territory/State		
AT&T	IL, IN, MI, OH, WI	\$0.0023040
AT&T	AL, FL, GA, KY, LA, MS, NC, SC, TN	\$0.0042100
AT&T	CA	\$0.0047700
AT&T	NV	\$0.0047700
AT&T	AR, KS, MO, OK, TX	\$0.0025310
AT&T	CT	\$0.0033930
CenturyLink QC	AZ, CO, ID, IA, MN, MT, NE, NM, ND, OR, SD UT, WAY, WY	\$0.0040530
CenturyLink	FL	\$0.0084300
CenturyLink	NV	\$0.0120720
CenturyLink	IN	\$0.0062710
CenturyLink	KS, MN, MO, NE, TX, WY	\$0.0076870
CenturyLink	SC, TN, VA	\$0.0096180
CenturyLink	NC	\$0.0080460
CenturyLink	OH	\$0.0067550
CenturyLink	PA, NJ	\$0.0066790
CenturyLink	WA, OR	\$0.0082520
Verizon	CT, DE, DC, MD, MA, NJ, NY, PA, RI, VA	\$0.0043560
Verizon	CA	\$0.0086681
Verizon	FL, TX	\$0.0043560
Fairpoint	ME, NH, VT	\$0.0037020
Frontier	CA West Coast	\$0.0104000
Frontier	ID	\$0.0097337
Frontier	IL	\$0.0098375
Frontier	IN	\$0.0090888
Frontier	MI	\$0.0090183
Frontier	NC	\$0.0090800
Frontier	OH	\$0.0085684
Frontier	OR	\$0.0098131
Frontier	SC	\$0.0086768
Frontier	WA	\$0.0079984
Frontier	WV	\$0.0038350
Frontier	Rochester	\$0.0067454
Cincinnati Bell		\$0.0023910

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Rates and Charges (Cont'd)

4.1.10 Switched Access Optional Features

Optional Features are provided on an Individual Case Basis as Special Service Arrangements.

4.1.11 Service Order Charges

Service Order Charges recover the administrative costs associated with initiating Access Service.

Per Service Order	ICB
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ACCESS SERVICES

SECTION 5 - DEDICATED ACCESS SERVICE

5.1 General

- 5.1.1 The Company, at its discretion, may provide interstate Dedicated Access Services with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated Access Services are offered on a point-to-point basis only. Each Dedicated Access Service is dedicated to a single Customer and the entire usable bandwidth for each service is available to that Customer for their exclusive use.
- 5.1.2 All Dedicated Access Services, if offered, will be provided on an individual case basis.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES

6.1 Billing Name and Address

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

- A) Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B) Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C) The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D) The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1) Billing its customers for using Customer's telecommunications services.
 - 2) Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3) Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.
- E) For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/ unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D)

6.1 Billing Name and Address (Cont'd)

F) Manual Request

- 1) At the customer's option, the Company will provide BNA via manual request procedures.
- 2) BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
- 3) Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
- 4) In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

G) Mechanized Request

- 1) At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
- 2) The customer will submit its requests through proper CARE procedures, as revised or amended.

H) Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.1 I) following.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D)

6.3 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

Each Unauthorized Presubscription Change Charge will apply as found below to the IXC that requested the unauthorized PIC change.

Unauthorized PIC Change	\$50.00
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6.4 End User Common Line Charge (EUCL)

The End User Common Line Charge (EUCL), also known as a subscriber line charge (SLC), may be charged on primary and non-primary residential lines, single-line business, multi-line business lines, Centrex, Integrated Services Digital Network Basic Rate Interface (ISDN-BRI), and Integrated Services Digital Network Primary Rate Interface (ISDN-PRI) at rates that do not exceed those capped by the FCC in Title 47 CFR 69.152.

6.5 Universal Service Fund (USF) Contribution Charge

The Customer will be assessed a monthly federal Universal Service Fund (USF) Contribution charge on all interstate and international telecommunications services to cover the Company's costs of supporting universal service under the Telecommunications Act of 1996.

Services provided pursuant to this tariff are subject to a monthly Universal Service Fund Contribution charge, which will not exceed the rate set by the FCC each quarter for the Customer's total net interstate and international charges. This charge applies on a monthly basis. This charge is neither contributory to nor eligible to receive discounts, nor is it eligible to contribute to meeting minimum monthly usage requirements. The application of this charge is subject to billing availability.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D)

6.5 Universal Service Fund (USF) Contribution Charge (Cont'd)

This charge does not apply to services provided to telecommunications carriers if such carriers purchase services for resale to end users and provide the Company with a Certificate of Universal Service Exemption. At its sole discretion, the Company may require the telecommunications carrier to provide additional documentation regarding the telecommunications carrier's satisfaction of its Universal Service Fund reporting and contribution obligations with respect to the resold services of the Company.

The applicable USF percentage rate is determined by the FCC and may vary by calendar quarter. For the most current rate in effect please refer to:

<http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>

6.6 Access Recovery Charge

A monthly Access Recovery Charge is assessed in order to facilitate access recovery partly as a result of both state and federal decisions and policies. The fee is applied as indicated below:

	Monthly Recurring Charge
	Per line
Per Line	\$1.00

6.7 USAC Admin Fee

The Company will assess a USAC Admin Fee to offset costs associated with the provision, reporting, collection and remittance of federal universal service. The fee is calculated at 4.61% of total billed interstate and international services on a pre-tax basis.