

CP-Tel Network Services, Inc.
Issuing Officer: Office of the President
Issued: July 1, 2014

Tariff FCC No. 1
Original Title Page
Effective: July 16, 2014

CP-TEL NETWORK SERVICES, INC.
TARIFF FOR INTERSTATE ACCESS SERVICE

This Tariff describes generally the regulations and rates applicable to the provision of Interstate Access Services. Service is provided by CP-Tel Network Services, Inc. with principle offices at 5909 Hwy. 1 Bypass, P.O. Box 777, Natchitoches, LA 71457. This Tariff is on file with the Federal Communications Commission and copies may be inspected during normal business hours at the Company's principal place of business or at <https://apps.fcc.gov/etfs>.

INTERSTATE ACCESS SERVICES

CHECK SHEET

Pages 1 through 134 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original				
2	Original	42	Original	82	Original
3	Original	43	Original	83	Original
4	Original	44	Original	84	Original
5	Original	45	Original	85	Original
6	Original	46	Original	86	Original
7	Original	47	Original	87	Original
8	Original	48	Original	88	Original
9	Original	49	Original	89	Original
10	Original	50	Original	90	Original
11	Original	51	Original	91	Original
12	Original	52	Original	92	Original
13	Original	53	Original	93	Original
14	Original	54	Original	94	Original
15	Original	55	Original	95	Original
16	Original	56	Original	96	Original
17	Original	57	Original	97	Original
18	Original	58	Original	98	Original
19	Original	59	Original	99	Original
20	Original	60	Original	101	Original
21	Original	61	Original	102	Original
22	Original	62	Original	103	Original
23	Original	63	Original	104	Original
24	Original	64	Original	105	Original
25	Original	65	Original	106	Original
26	Original	66	Original	106	Original
27	Original	67	Original	107	Original
28	Original	68	Original	108	Original
29	Original	69	Original	109	Original
30	Original	70	Original	110	Original
31	Original	71	Original	111	Original
32	Original	72	Original	112	Original
33	Original	73	Original	113	Original
34	Original	74	Original	114	Original
35	Original	75	Original	115	Original
36	Original	76	Original	116	Original
37	Original	77	Original	117	Original
38	Original	78	Original	118	Original
39	Original	79	Original	119	Original
40	Original	80	Original	120	Original
41	Original	81	Original		

INTERSTATE ACCESS SERVICES

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<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
121	Original				
122	Original				
123	Original				
124	Original				
125	Original				
126	Original				
127	Original				
128	Original				
129	Original				
130	Original				
131	Original				
132	Original				
133	Original				
134	Original				

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page.....	Title Page
Check Sheet.....	2
Table Of Contents	4
Concurring Carriers.....	13
Connecting Carriers	13
Other Participating Carriers	13
Registered Service Marks	13
Registered Trademarks	13
Explanation Of Symbols.....	14
Explanation Of Abbreviations	14
1. <u>APPLICATION OF TARIFF</u>	16
2. <u>GENERAL REGULATIONS</u>	17
2.1 <u>Undertaking of the Telephone Company</u>	17
2.1.1 Scope.....	17
2.1.2 Provision of Services	18
2.1.3 Ownership of Facilities	18
2.1.4 Service Maintenance.....	18
2.1.5 Changes and Substitutions.....	18
2.1.6 Shortage of Equipment or Facilities	19
2.1.7 Notification of Service-Affecting Activities.....	20
2.1.8 Coordination with Respect to Network Contingencies.....	20
2.1.9 Limitations	21
2.1.10 Liability.....	22
2.1.11 Non-routine Installation.....	26
2.1.12 Special Construction	26

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
2. <u>GENERAL REGULATIONS (Cont'd)</u>	
2.2 <u>Term and Charge of Service</u>	27
2.3 <u>Obligations of the Customer</u>	28
2.3.1 Payment of Charges	28
2.3.2 Damages.....	29
2.3.3 Equipment Space and Power	29
2.3.4 Rights-of-way	29
2.3.5 Availability for Installing, Maintaining, and Removing.....	30
2.3.6 Customer Provided Equipment	30
2.3.7 Coordination with Respect to Network Contingencies.....	31
2.3.8 Indemnification of the Company by the Customer and the End User	31
2.3.9 Jurisdictional Report - Switched Access.....	32
2.3.10 Determination of Jurisdiction of Mixed Use Special Access Service.....	35
2.3.11 Jurisdictional Reports Verification	36
2.3.12 Payment of Service Charges imposed by another Entity	37
2.3.13 Ordering Where More than One Company is Involved.....	37
2.3.14 Rating and Billing of Access Services Where More than One Company is Involved	37
2.4 <u>Prohibited Use</u>	38
2.5 <u>Interconnection</u>	39
2.6 <u>Inspection, Testing, and Adjustment</u>	39

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
2. <u>GENERAL REGULATIONS (Cont'd)</u>	
2.7 <u>Payment arrangements and Credit Allowances</u>	40
2.7.1 <u>Payment of Rates, Charges and Deposits</u>	40
2.7.2 <u>Credit Allowance for Service Interruptions</u>	42
2.8 <u>Cancellation of Service or Application for Service</u>	43
2.9 <u>Refusal or Discontinuance by the Company</u>	44
2.10 <u>Restoration of Service</u>	46
2.11 <u>Changes in Equipment and Services</u>	46
2.12 <u>Use of Recording Devices</u>	46
2.13 <u>Assignment</u>	47
2.14 <u>License, Agency or Partnership</u>	47
2.15 <u>Proprietary Information</u>	47
2.16 <u>Company's Right to Assign, Designate, or Change Telephone Number</u>	47

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
2. <u>GENERAL REGULATIONS (Cont'd)</u>	
2.17 <u>Definitions</u>	48
3. <u>ACCESS ORDERING</u>	60
3.1 <u>General</u>	60
3.1.1 <u>Ordering Conditions</u>	60
3.1.2 <u>Service Installation</u>	60
3.1.3 <u>Expedited Orders</u>	61
3.1.4 <u>Selection of Facilities for Access Order</u>	62
3.2 <u>Ordering Requirements</u>	63
3.2.1 <u>Switched Access Service</u>	63
3.2.2 <u>SS7 Optional Feature</u>	65
3.2.3 <u>800 Data Base Access Service</u>	65
3.2.4 <u>Special Access Services</u>	65
3.2.5 <u>Miscellaneous Services</u>	65
3.3 <u>Access Orders for Services Provided By More Than One Company</u>	66
3.4 <u>Charges Associated with Access Ordering</u>	68
3.4.1 <u>Access Order Charge</u>	68
3.4.2 <u>Miscellaneous Service Order Charge</u>	69
3.4.3 <u>Access Order Change Charges</u>	70
3.5 <u>Minimum Periods and Cancellations</u>	73
3.5.1 <u>Minimum Periods</u>	73
3.5.2 <u>Cancellation of an Access Order</u>	74

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
4. <u>CARRIER COMMON LINE ACCESS SERVICES</u>	76
4.1 <u>General Description</u>	76
5. <u>SWITCHED ACCESS SERVICES</u>	77
5.1 <u>General</u>	77
5.1.1 Description and Provision of Switched Access Service Arrangements	77
5.1.2 Ordering Options and Conditions	80
5.1.3 Rate Categories	80
5.1.4 Special Facilities Routing	89
5.1.5 Design Layout Report	90
5.2 <u>Undertaking of the Company</u>	90
5.2.1 Network Management	90
5.2.2 Testing	91
5.2.3 Trunk Group Measurement Reports	92
5.3 <u>Obligations of the Customer</u>	92
5.3.1 Report Requirements	92
5.3.2 Supervisory Signaling	92
5.3.3 Short Duration Mass Calling Requirements	93
5.3.4 Design of Switched Access Service	93
5.4 <u>Rate Regulations</u>	93
5.4.1 Description and Application of Rate	93
5.4.2 Moves	101
5.4.3 Mileage Measurement	101
5.4.4 Non-Chargeable Optional Features	102
5.4.5 Chargeable Optional Features	105
5.4.6 Measuring Access Minutes	107
5.4.7 Testing Capabilities	110
5.4.8 Special Construction Rate Determination	110

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
6 <u>PRESUBSCRIPTION SERVICE</u>	111
6.1 <u>Presubscription</u>	111
6.1.1 Description.....	111
6.1.2 Provisions	111
6.1.3 Verification of Orders for Long Distance Telemarketing.....	114
7. <u>SPECIAL ACCESS SERVICE</u>	116
RESERVED FOR FUTURE USE	

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
8. <u>SPECIAL FACILITIES ROUTING OF ACCESS SERVICES</u>	120
8.1 <u>Description</u>	120
8.1.1 Diversity	120
8.1.2 Avoidance	120
8.1.3 Diversity and Avoidance Combined.....	120
9. <u>SPECIALIZED SERVICE OR ARRANGEMENTS</u>	121
9.1 <u>General</u>	121

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
10. <u>ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES</u>	122
10.1 <u>Additional Engineering</u>	122
10.2 <u>Additional Labor</u>	123
10.3 <u>Miscellaneous Services</u>	124

INTERSTATE ACCESS SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
11. <u>RATES AND CHARGES</u>	
11.1 <u>Common Line Access Service</u>	125
11.1.1 Carrier Common Line Access Service	125
11.1.2 End User Common Line Service	125
11.2 <u>Switched Access Service</u>	125
11.2.1 Common Transport	125
11.2.2 Local Transport	125
11.2.3 SS7	126
11.2.4 End Office	127
11.2.5 Switched Local Channel	128
11.2.6 Switched Interoffice Channel-Dedicated Transport	128
11.2.7 Installation Charge	128
11.3 <u>Special Access Service</u>	129
RESERVED FOR FUTURE USE	
11.4 <u>Other Services</u>	133
11.4.1 Access Ordering	133
11.4.2 Billing Name and Address Service	133
11.4.3 Specialized Service Arrangements	134

INTERSTATE ACCESS SERVICES

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

INTERSTATE ACCESS SERVICES

EXPLANATION OF SYMBOLS

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

EXPLANATION OF ABBREVIATIONS

ADA	- Abbreviated Dialing Arrangement
AML	- Actual Measured Loss
ANI	- Automatic Number Identification
AP	- Program Audio
AT&T	- American Telephone and Telegraph Company
BHMC	- Busy Hour Minutes of Capacity
CDP	- Customer Designated Premises
CI	- Channel Interface
CO	- Central Office
Cont'd	- Continued
CPE	- Customer Provided Equipment
DA	- Directory Assistance
dB	- decibel
dBrnC	- Decibel Reference Noise C-Message Weighting
dBrnC0	- Decibel Reference Noise C-Message Weighted O
dc	- direct current
DDD	- Direct Distance Dialing
EAS	- Extended Area Service
EDD	- Envelope Delay Distortion
EML	- Expected Measured Loss
EPL	- Echo Path Loss
ERL	- Echo Return Loss
ESS	- Electronic Switching System
ESSX	- Electronic Switching System Exchange
f	- frequency
FCC	- Federal Communications Commission

INTERSTATE ACCESS SERVICES

EXPLANATION OF ABBREVIATIONS (Cont'd)

HC	- High Capacity
Hz	- Hertz
C	- Interexchange Carrier
ICB	- Individual Case Basis
ICL	- Inserted Connection Loss
kbps	- kilobits per second
kHz	- kilohertz
LATA	- Local Access and Transport Area
ma	- milliamperes
Mbps	- Megabits per second
mcs	- Microsecond
MHz	- Megahertz
MRC	- Monthly Recurring Charge
MT	- Metallic
MTS	- Message Telecommunications Service(s)
MTSO	- Mobile Telephone Switching Office
NPA	- Numbering Plan Area
NRC	- Nonrecurring Charge
NXX	- Three - Digit Central Office Prefix
PBX	- Private Branch Exchange
PIC	- Presubscribed Interexchange Carrier
POT	- Point of Termination
SAC	- Service Access Code
SRL	- Singing Return Loss
SWC	- Serving Wire Center
TG	- Telegraph Grade
TLP	- Transmission Level Point
TV	- Television
VG	- Voice Grade
V & H	- Vertical & Horizontal
WATS	- Wide Area Telecommunications Service(s)
WSO	- WATS Serving Office

SECTION 1 – APPLICATION OF TARIFF

1. APPLICATION OF TARIFF

The terms and conditions in this Tariff apply to the Interstate Switched and Special Access Telecommunications Services provided by the Issuing Carrier of this Tariff, hereinafter the Company. The Company may provide any of the services offered under this Tariff or any combination of services to Customers through the use of contracts. Terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on an individual case basis. Rates in other Sections of this Tariff do not apply to Customers who agree to contract arrangements with respect to services within the scope of the contract. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

SECTION 2 – GENERAL REGULATIONS

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company's services and facilities are furnished for communications services between and among domestic points within the United States under terms of this Tariff.
- B. 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 Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided twenty-four (24) hours daily, seven (7) days per week, except as set forth in other applicable sections of this Tariff.
- E. 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 connection.
- F. The Company provides only those services that are contained in this Tariff that the Company is technically capable of providing.
- G. The services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- H. Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.2 Provision of Services

The Company will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this Tariff at rates and charges specified therein. The provision of the Company’s services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission (“FCC”) or other governing entity or agency

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors.

2.1.4 Service Maintenance

The services provided under this Tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with written consent of the Company.

2.1.5 Changes and Substitutions

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.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.6 Shortage of Equipment or Facilities

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to limit or to allocate the use of its facilities when necessary because of lack of facilities or due to some other cause beyond the Company’s control.
- C. The Company may obtain facilities from other carriers to furnish service as required at the sole discretion of the Company.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, may not allow for notification to the Customer.

2.1.8 Coordination with Respect to Network Contingencies

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

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.9 Limitations

A. Assignment or Transfer of Services

All services provided under this Tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of use or relocation of the service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

B. Use and Restoration of Service

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission’s Rules and Regulations, which specifies the priority system for such activities.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.10 Liability

A. Limits of Liability

The liability of the Company for damages arising out of the furnishing of its service, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of such allowances as set forth in the section of this Tariff on Allowances for Interruptions in Service. The extension of such allowance for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company.

The Company’s entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

In no event shall the Company be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages (including lost revenue or profits) of any kind whatsoever regardless of the cause.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.10 Liability (Cont’d)

B. Act or Omissions

The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

C. Circumstances Beyond the Company’s Control

The Company shall not be liable for any delay or 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, flood, explosion or other catastrophes, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer’s use of services so provided.

D. Damages Caused by Others

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer’s agents, or Authorized Users, or by facilities or equipment provided by the Customer. The Company shall not be liable for any act, omission or defect of an entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company’s services,; or for the acts or omissions of common carriers or warehousemen.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.10 Liability (Cont’d)

E. Damages to Customer Premise

The Company is not liable for damages to the Customer’s premise resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the willful misconduct of the Company’s employees or agents.

F. Indemnification of the Company

The Customer and the End User shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney’s fees) against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company’s facilities or equipment;
2. Claims for patent infringement arising from combining or connecting the Company’s facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer’s agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Liability (Cont'd)

F. Indemnification of the Company (Cont'd)

4. In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

G. Warranties or Representation by the Company

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.

H. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.1 Undertaking of the Company (Cont’d)

2.1.11 Non-routine Installation

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

2.1.12 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available and there is no other requirement for the facilities to be constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction schedules.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.2 Term and Charge of Service

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.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer

2.3.1 Payment of Charges

The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff.

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e. non-recurring, monthly and/or usage) including optional features and functions charges, will be prorated between interstate and intrastate. The percentage determined as set forth in Sections 2.3.9 or 2.3.10 following will serve as the basis for prorating the charges unless the Company is billing by jurisdiction according to actual measured usage. The percentage of an access service to be charged as interstate is applied in the following manner:

- A. For monthly and non-recurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated Tariff rate.
- B. For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e. measured) times the stated Tariff rate.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.2 Damages

The Customer shall be responsible for any damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer.

2.3.3 Equipment Space and Power

The Customer shall provide, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer’s premise.

2.3.4 Rights-of-Way

The Customer shall at the option of the Company obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company’s equipment space on the Customer’s premise. Any costs associated with obtaining and maintaining the rights-of-ways described herein, including any building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer’s premise or within the rights-of-way for which the Customer is responsible.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.5 Availability for Installing, Maintaining, and Removing

The Customer shall grant or obtain permission for Company employees or agents to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company’s facilities.

2.3.6 Customer-Provided Equipment

The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE) which is connected to Company’s equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company’s equipment, facilities and wiring or injury to Company’s employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer’s specification sheet for each item of CPE that is or is proposed to be attached to Company’s facilities. Company may provide, at the Customer’s expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any CPE.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Company (Cont’d)

2.3.7 Coordination with Respect to Network Contingencies

The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.3.8 Indemnification of the Company by the Customer and the End User

With respect to any service or facility provided by the Company, the Customer and the End User shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. death or injury of any person caused by or resulting from any loss, destruction or damage to property of the Customer or any third party;
- B. death or injury of any person caused by the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- C. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company’s services and facilities in a manner not contemplated by this Tariff or any agreement between Customer and Company.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.9 Jurisdictional Report - Switched Access

The Customer must indicate a Percent of Interstate Use (PIU) factor in a whole number (i.e. a number 0 - 100) when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request.

Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer. Where call detail is insufficient to determine the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor in whole number. The Company will use the Jurisdictional Report to bill all interstate usage and interstate rates and/or nonrecurring charges until the Company receives a revised report from the Customer. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

A. General

Except where Company measured access is used as set forth following, the Customer shall update its PIU as set forth in paragraphs B. or C. following and such report will be used for billing purposes until the Customer reports a different projected interstate percentage. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.9 Jurisdictional Report-Switched Access (Cont’d)

A. General (Cont’d)

Effective on the first of January, April, July and October of each year the Customer shall update the interstate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use.

Except where the Company is billing by jurisdiction according to actual measured usage, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report.

If the Customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

The percentages described in paragraphs B. through C. following are applied to Carrier Common Line, Information Surcharge, Local Switching, Common Transport, Common Trunk Port and Transport Interconnection Charge.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report-Switched Access (Cont'd)

B. Feature Group D

When a Customer orders Feature Group D Switched Access Service(s) the Customer may provide the projected Percent Interstate Usage (PIU) for each end office in its order. The Company, where the jurisdiction can not be determined from the call detail, will determine the projected PIU as follows:

1. For originating access minutes, the projected interstate percentages will be developed on a monthly basis by end office where the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes respectively by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.
2. For terminating access minutes, the data used by the Company to develop the projected interstate percentages for originating access minutes will be used to develop the projected usage percentages for such terminating access minutes.
3. When the Customer has both interstate and interstate Operator Services traffic, the PIU determined for the Customer's FGD service will be applied to the Customer's Operator Services charges.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.9 Jurisdictional Report-Switched Access (Cont’d)

C. All Other Type of Access Service

The Customer must provide the Company with a projected PIU for all other type of access including 500, 700, 800, 888, 900, etc.

2.3.10 Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the interstate traffic will comprise more than ten (10) percent or less than ten (10) percent of total traffic:

- A. If the Customer estimates that the interstate traffic on the service involved constitutes less than ten (10) percent of the Customer’s total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the Company’s Intrastate Access Tariff.
- B. If the Customer estimates that the interstate traffic on the service involved constitutes ten (10) percent or more of the Customer’s total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Reports Verification

- A. For Switched Access Service, if a billing dispute arises concerning the PIU, the Company will ask the Customer to provide the data the Customer uses to determine the PIU. The Customer will supply the data within thirty (30) days of the Company request.
- B. The Customer shall keep records of call detail from which the PIU can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year.
- C. For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide that data the Customer used to determine the PIU. The Customer shall supply the data within thirty (30) days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of percentages.

2.3.12 Call Signaling

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

- A. Signaling System 7 (SS7) Signaling – When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 stream.
- B. Multi-Frequency (MF) Signaling - When the Customer uses MF signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the MF ANI field.
- C. Internet Protocol (IP) Signaling - When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.3 Obligations of the Customer (Cont’d)

2.3.13 Payment of Service Charges Imposed by Another Entity

The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premise 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.

2.3.14 Ordering Where More than One Company is Involved

The Company, at its option, can require a Customer to order access services that require the provisioning by more than one (1) Exchange Carrier, to directly request such provisioning directly from each Exchange Carrier.

2.3.15 Rating and Billing of Access Services Where More than One Company is Involved

All charges for services provided by each Company are billed under each Exchange Carrier’s applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carried between the Company Tandem and the End User.

- A. Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff.
- B. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.
- C. When rates and charges are listed on a per minute basis, the Company’s rates and charges will apply to traffic originating from the Customer’s premise and terminating at the End User’s premise, and vice versa.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.4 Prohibited Use

The Customer shall not use or allow the use of Company facilities or equipment installed at the Customer’s premise for any purpose other than for which the Company provides it, without the prior written consent of the Company

- A. 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, or used in an abusive manner. Abusive use includes:
 - 1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
 - 2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one (1) or more other Customers.
- B. The Company may require applicants for service who intend to use the Company’s offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company’s offerings complies with relevant laws and commission regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.5 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, if authorized by the Company and subject to technical limitations established by the Company. Service furnished by such interconnection is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.6 Inspection, Testing and Adjustment

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 noncompliance of the Customer.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.7 Payment Arrangements and Credit Allowances

2.7.1 Payment of Rates, Charges, and Deposits

A. Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.7 Payment Arrangements and Credit Allowances (Cont’d)

2.7.1 Payment of Rates, Charges, and Deposits (Cont’d)

B. Payment for Service

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. All such payments are due within thirty (30) days after the invoice date. Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days (commencing five (5) days after remittance of the bill) All undisputed portions of the bill must be paid by the due date to avoid late payment charges, if any.

C. Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer’s financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The following regulations apply:

1. The amount of the deposit shall not exceed the actual or estimated rates and charges for the service for a two (2) month period.
2. The deposit in no way relieves the Customer from complying with the Company’s regulations as to the prompt payment of bills at presentation.
3. At any time, at its option, the Company may return the deposit or credit it to the Customer’s account.
4. When the service to the Customer is terminated, the amount of deposit will be credited to the Customer’s account and any credit balance refunded.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.7 Payment Arrangements & Credit Allowances (Cont'd)

2.7.1 Payments of Rates, Charges, & Deposits (Cont'd)

D. Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

2.7.2 Credit Allowance for Service Interruption

- A. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, the circuit, service or facility will be considered impaired but not interrupted.
- B. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this Tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit, service or facility will receive a credit.
- C. For the calculation of credit allowance, every month is considered to have thirty (30) days.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.8 Cancellation of Service or Application for Service

A. Cancellation of Service

The Customer may have service discontinued upon written notice to the Company. 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 the date that the written cancellation notice is received, whichever is later. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

B. Cancellation of Application of Service

Applications for service are non-cancelable unless the Company otherwise agrees. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. These charges will be calculated and applied on a case by case basis.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.9 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law without incurring any liability. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment without incurring any liability.

In addition, the Company may discontinue service without incurring any liability:

- 2.9.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.
- 2.9.2 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.9 Refusal or Discontinuance by the Company (Cont’d)

2.9.3 For any violation of law or any of the provisions governing the furnishing of service under this Tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, 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.

2.9.4 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

When Access Service is provided by more than one (1) Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Companies initiating the service denial for nonpayment.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.10 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company’s discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

If a service is disconnected by the Company in accordance with Section 2.9 preceding and later restored, restoration of service will be subject to all applicable installation charges.

2.11 Changes in Equipment and Services

Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for non-recurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company’s termination charges.

2.12 Use of Recording Devices

Customer and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- A. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- B. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- C. The requirements of paragraphs A. and B. are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

SECTION 2 – GENERAL REGULATIONS, (Cont’d.)

2. GENERAL REGULATIONS (Cont’d)

2.13 Assignment

- A. Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger, merger or reorganization of Company.
- B. Customer may, upon prior written consent of Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent Company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to privileges or obligations under this Tariff without the consent of Company shall be null and void.

2.14 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer’s or joint user’s services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

2.15 Proprietary Information

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party.

2.16 Company’s Right to Assign, Designate, or Change Telephone Number

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

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions

Certain terms used herein are defined as follows:

800 Series Service

800 Series Service is a generic term for access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

800 Series Data Base Access Service

800 Series Data Base Access Service is a generic term for data base access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

Access Code

The term "Access Code", with the exception of Feature Group B (FGB) with an Abbreviated Dial Arrangement (ADA), denotes a uniform access code assigned by a Telephone Company to an individual Customer in the form of 10XXX or 101XXX X and 950-XXXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage of exchange facilities in the provision of interstate or foreign service. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a Customer designated premise.

Aggregator

The term "Aggregator" denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier's name listed on the Title Pages of this Tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

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

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See End Office.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three (3) digits (NXX) of the seven (7) digit telephone number assigned to an end user's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two (2) or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one (1) or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing- demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four (24) 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Coin Station

See Pay Telephone.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service Tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the General and/or Local Exchange Service Tariffs. A common line-business is a line provided under the business regulations of the General and/or Local Exchange Service Tariffs.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribe to the services offered under this Tariff, including both Interexchange Carriers (ICs) and End Users.

Customer Designated Premise

The term "Customer Designated Premise" denotes the premise specified by the Customer for the provision of Access Service.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two (2) signal powers.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a Customer are due on a bill prepared by the Company.

Digital Switched 56 Service

A switched access optional feature available with Feature Group D Access, which provides for data transmission at up to 56 Kilobits per second.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Effective Two (2) Wire

The term "Effective Two (2) Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective two (2) wire channels may be terminated with two (2) wire or four (4) wire interfaces.

Effective Four (4) Wire

The term "Effective Four (4) Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective four (4) wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective four (4) wire channels may be terminated with a two (2) wire interface at the Customer's premise. However, when terminated two (2) wire, simultaneous independent transmission cannot be supported because the two (2) wire interface combines the transmission paths into a single path.

End Office

The term "End Office" denotes a local Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

End User

The term "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 service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premise of such reseller.

Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the FCC's Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the 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 (1) or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by a Telephone Company's tandem switch to mark the Carrier Connect Time when a Telephone Company's tandem switch sends an Initial Address Message to an interexchange customer.

Extended Area Service

See Exchange.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the Customer designated premise to the terminating end office and, at the same time, the last Telephone Company or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer designated premise.

Individual Case Basis

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.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Company Central Office and generally at the Customer designated premise.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) 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 (2) or more exchanges.

Interstate Communications

The term "Interstate Communications" denotes any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Company is closed.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one (1) or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of one half (1/2) of the stated amount of time. As an example, in considering a period of twenty-four (24) hours, a major fraction thereof would be any period of time in excess of twelve (12) hours exactly. Therefore, if a given service is interrupted for a period of thirty-six (36) hours and fifteen (15) minutes, the Customer would be given a credit allowance for two (2) twenty-four (24) hour periods for a total of forty eight (48) hours.

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

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

North American Numbering Plan

The term "North American Numbering Plan" denotes a three(3) digit area code (Numbering Plan Area - NPA) and a seven (7) digit telephone number made up of a three (3) digit Central Office prefix plus a four (4) digit station number.

Off-hook

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

On-hook

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

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premise to an IXC Premise.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider Customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes any entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a Customer-designated premise at which the Company's responsibility for the provision of Access Service ends.

Premise

The term "Premise" denotes a building or buildings on continuous property (except Railroad right-of-way, etc.) not separated by a public highway.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Release Message

The term "Release Message" denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Registered Equipment

The term "Registered Equipment" denotes the Customer's premise equipment which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

Service Access Code

The term "Service Access Code" (SAC) denotes a three (3) digit code in the NPA format which is used as the first three (3) digits of a ten (10) digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain SAC's have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of SAC's include the 800 and 900 codes.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

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

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where signaling (instability) problems are most likely to occur.

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the serving wire center to the end office, or from the tandem to the end office, that is switched at a tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IXC premise to an End User premise.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one (1) direction per unit of time.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

SECTION 2 – GENERAL REGULATIONS, (Cont'd.)

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

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.

Two (2) Wire to Four (4) Wire Conversion

The term "Two (2) Wire to Four (4) Wire Conversion" denotes an arrangement which converts a four (4) wire transmission path to a two (2) wire transmission path to allow a four (4) wire facility to terminate in a two (2) wire entity (e.g., a central office switch).

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two (2) points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two (2) points.

Wireless Switching Center

The term "Wireless Switching Center" (WSC) denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

SECTION 3 – ACCESS ORDERING

3. ACCESS ORDERING

3.1 General

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

An Access Order is an order to provide the Customer with Switched and Special Access or Access Related Service or to provide changes to existing services.

3.1.1 Ordering Conditions

All services offered under this Tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single access order. All details for services for a particular order must be identical.

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

- A. Customer name and premise address(es).
- B. Billing name and address (when different from Customer name and address).
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR.

3.1.2 Service Installation

The Company will provide the Access Service in accordance with the Customer's requested service date, subject to the constraints established by the Company schedule of applicable service dates.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Service Installation (Cont'd)

The Company shall make available to all Customers, upon request, a schedule of applicable service intervals for Switched and Special Access Services. The schedule shall specify the applicable service intervals for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

The Company at its option, may not accept orders for service dates which exceed the applicable service date by more than six (6) months.

Access Services will be installed during Company business days. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges. This also applies to non-routine installation and special construction as set forth in Section 2.

3.1.3 Expedited Orders

When placing an access order, a Customer may request a service date that is prior to the assigned service date. A Customer may also request an earlier service date on a pending or negotiated access order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply in addition to the additional labor cost or extraordinary costs that are required to meet the requested service date. The Company will provide the Customer with an estimate of additional cost. Upon the Customer's agreement, the Company will proceed with the requested service date.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.3 Expedited Orders (Cont'd)

A Customer may request a change of end user premise within the same serving wire center. If the Customer requests an earlier service date, an Expedited Order Charge will apply.

When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as set forth in Section 11 following will also apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company

3.1.4 Selection of Facilities for Access Orders

The option to request a specific transmission path or channel is only provided for High Capacity Facilities Special Access Service, or as provided for under special facilities routing as set forth in Section 8 following.

When there are high capacity facilities to a hub on order or in service for the Customer's use, the Customer may request a specific channel or transmission path be used to provide the Switched or Special Access Service requested in an access order. The Company will make a reasonable effort to accommodate the Customer request.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements

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

3.2.1 Switched Access Service

- A. When a Customer requests new or additional Switched Access Services, one (1) or more access orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.
- B. When placing an order for service, the Customer shall specify whether the service is to be provided as direct trunked transport or tandem switched transport, as described in Section 5 following.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.1 Switched Access Service (Cont'd)

- C. When all or a portion of service is ordered as direct trunked transport, the Customer must specify the type and quantity of direct trunked transport facility (e.g. voice grade or high capacity DS1 or DS3). The Customer must also specify the type of entrance facility to be used for Switched Access Service (e.g. voice grade or high capacity). For high capacity entrance facilities, the Customer must specify the facility assignment and the channel assignment for each trunk.
- D. When the Customer has both tandem switched transport and direct trunked transport at the same end office, the Customer will be provided Alternate Traffic Routing as set forth in Section 5.4.4.
- E. When placing an order for Switched Access Service, the Customer shall provide:
 - 1. The number of trunks desired between Customer designated premise and an entry switch or Operator Transfer Service location;
 - 2. Optional Features
 - 3. A projected PIU as set forth in Section 2.
- F. When ordering by trunk to an access tandem, the Customer must provide the Company with an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.
- G. When a customer orders Switched Access Service in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.2 SS7 Optional Feature

When FGD Switched Access Service is ordered with the SS7 optional feature, the Customer shall specify a reference to existing signaling connections or reference a related SS7 signaling connection order. When ordering SS7 signaling, the Customer shall provide the Signaling Transfer Point (STP) codes, location identifier codes and circuit identifier codes. In addition, the Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

3.2.3 800 Data Base Access Service

For 800 Data Base Access Service, as described in Section 5.4.5 A. following, the Customer must order FGD to those access tandems or end offices designated as Service Switching Points (SSP) for 800 data base service or to those non-SSP equipped end offices that can accommodate direct trunking of originating 800 calls. All traffic originating from end offices not equipped to provide SS7 signaling and routing or not able to accommodate direct trunking of originating 800 calls require routing via an access tandem where SSP functionality is available.

3.2.4 Special Access Service

RESERVED FOR FUTURE USE

3.2.5 Miscellaneous Services

Testing Service, Maintenance of Service, and Additional Labor shall be ordered with an Access Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service, with the agreement of the Company.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.5 Miscellaneous Services (Cont'd)

When added subsequently, a service date change maybe required. When a service date change is required, the Service Date Change Charge as set forth in Section 11 following will apply. When miscellaneous services are added to a pending order, a Design Change Charge as set forth in Section 11 will apply if an engineering review is required.

Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that additional engineering is necessary to accommodate a customer request. Additional engineering will be provided by the Company at the request of the Customer only when a Customer requests technical information included on the Design Layout Report. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply.

3.3 Access Orders For Services Provided By More Than One Company

Access Services provided by more than one Company are services where one end of the local transport or channel mileage element is in the operating territory of one Company and the other end of the element is in the operating territory of a different Company.

The ordering procedure for this service is dependent upon the billing arrangement to be used by the Companies involved in providing the Access Service. The Company will notify the Customer which of the ordering procedures will apply.

Each Company will provide its portion of the Access Service within its operating territory to an interconnection point(s) with the other Companies. Billing Percentages (BP) will be determined in accordance with MECAB guidelines. Each Company will bill the Customer for its portion of the service provided.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.3 Access Orders For Services Provided By More Than One Company (Cont'd)

For the service(s) ordered as set forth following, the Customer must also supply a copy of the order to the Company in whose operating territory a Customer designated premise is located and any other Company(s) involved in providing the service.

- A. For Feature Group D Switched Access Services, the Customer must place an order with the Company in whose territory the end office is located. Customers may, at their option, order FGD to the access tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same Company operating territory, the Customer must also supply a copy of the order to each additional Company subtending the access tandem.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering

3.4.1 Access Order Charge

The Access Order Charge is applied to all Customer requests for new Special and Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for additions, changes or rearrangements to existing Special and Switched Access Service.

A. The Access Order Charge does not apply:

1. when a Service Date Change Charge is applicable;
2. when a Design Change Charge is applicable;
3. to administrative changes as set forth in Section 5.4.1 following;
4. when a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
5. when a Miscellaneous Service Order Charge is applicable;
6. when Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;
7. when a service with an ICB rate is converted to a similar service with a non-ICB Tariff rate prior to the expiration of the ICB rate;
8. when a Billing Name and Address Order Charge is applicable; or
9. when a Presubscription Charge is applicable.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.1 Access Order Charge (Cont'd)

- B. The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to Section 3.3 preceding, as set forth in this and other sections of this Tariff.

3.4.2 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge applies to any service, or combination of services ordered simultaneously from Section 10 of this Tariff for which a service order is not already pending (with the exception of Presubscription (Section 6), which does not have the charge applied). The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.2 Miscellaneous Service Order Charge (Cont'd)

The charge applies to the following services described herein.

- Overtime Repair;
- Testing and Maintenance with Other Companies other than when in conjunction with Acceptance Testing;
- Other Labor; and
- Maintenance of Service.

The charge does not apply to the following services since there would exist a pending service order:

- Additional Engineering;
- Overtime Installation;
- Standby;
- Additional Cooperative Acceptance Testing.

3.4.3 Access Order Change Charges

Access Order changes involve service date changes and design changes. The Customer may request a change of its Access Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to the order and within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the customer still desires the Access Order change, the Company will schedule a new service date.

Any increase in the number of Switched Access Service lines, trunks, or CCS/SS7 Port Terminations will be treated as a new Access Order (for the increased amount only).

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

A. Service Date Change

The Customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge will be applied to the order.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the Customer, the customer will be notified by the Company that Expedited Order Charges as set forth in Section 3.1.3 following apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the Cancellation Charges as set forth in Section 3.5.2 following. A new Access Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Access Order Charge will apply to the new order.

If the service date is changed due to a design change as set forth in paragraph B. following, the Service Date Change Charge will apply.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

B. Design Change

The Customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by the Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design change include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of Customer premise, end user premise to a different serving wire center or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

B. Design Change (Cont'd)

The Company will review the requested changes, notify the customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply in addition to the charge for Additional Engineering as set forth in Section 11. If a change of service date is required, the Service Date Change Charge will also apply.

A Design Change Charge will apply, on a per order, per occurrence basis.

3.5 Minimum Periods and Cancellations

3.5.1 Minimum Periods

- A. Switched Access usage rate services (i.e. End Office Common Line, Tandem Switched Transport) have no minimum period.
- B. The following charges will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated non-recurring charges will apply for the new service, and a new minimum period will be established.
 - 1. A change in the identity of the Customer of record;
 - 2. A move by the Customer to a different building;
 - 3. A change in type of service;
 - 4. A change in Switched Access Service Interface (i.e. DS1 or DS3);
 - 5. A change in Switched Access Service Traffic Type;
 - 6. A change in type of Special Access Service Channel Termination;
 - 7. A change from two (2) point to multipoint Special Access Service.
- C. All applicable non-recurring charges for the service will be billed in addition to the Minimum Period Charge.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.5 Charges Associated with Access Ordering (Cont'd)

3.5.2 Cancellation of an Access Order

- A. A Customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or a Customer's end user is unable to accept Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:
1. The Access Order shall be canceled and charges set forth in paragraph B. following will apply; or
 2. Billing for the service will commence. In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the thirty- first (31st) day beyond the original service date of the Access Order.

SECTION 3 – ACCESS ORDERING, (Cont'd.)

3. ACCESS ORDERING (Cont'd)

3.5 Charges Associated with Access Ordering (Cont'd)

3.5.2 Cancellation of an Access Order (Cont'd)

- B. When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - 1. Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 - 2. Where the Customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
 - 3. Where installation of access facilities has been started prior to the cancellation, the charges specified in paragraphs (a) or (b) following, whichever is lower, shall apply.
 - (a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs; or
 - (b) The minimum period charges for Switched or Special Access Service ordered by the Customer.
- B. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- C. If the Company misses a service date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the Access Order without incurring cancellation charges

SECTION 4 – CARRIER COMMON LINE ACCESS SERVICES

4. CARRIER COMMON LINE ACCESS SERVICES

4.1 General Description

RESERVED FOR FUTURE USE

SECTION 5 – SWITCHED ACCESS SERVICES

5. SWITCHED ACCESS SERVICES

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two (2) point communications path between a Customer designated premise and an end user's premise. It provides for the use of common terminating, switching, and transport facilities and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premise to a Customer designated premise, and to terminate calls from a Customer designated premise to an end user's premise.

The following provision applies to the treatment of toll VoIP-PSTN Traffic pursuant to the FCC's Part 51 Interconnection rules and in compliance with the FCC's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 92-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161).

In the absence of an interconnection agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, the Company will bill the Customer the applicable switched access rates and charges specified in Section 11 of this Tariff, on all jurisdictionally interstate voice traffic identified as Toll VoIP-PSTN Traffic.

Rates and charges are set forth in Section 11. The application of rates for Switched Access Service is described in Section 5.4 following.

The Operator Transfer Service and Toll Free Series Data Base Access Service optional features are available with the FGD Switched Access Service.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.1 Description and Provision of Switched Access Service Arrangements

A. Description

1. FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink-start pulsing signals and answer and disconnect supervisory signaling.
2. FGD switching is provided with multi-frequency address signaling or SS7 out of band signaling. Up to twelve (12) digits of the called party number dialed by the Customer's end user using dual-tone multi-frequency or dial-pulse address signals will be provided by company equipment to the Customer's premise where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the switched transport provided.
3. FGD service, when used in the terminating direction, may be used to access valid NXX codes served by the Company's switch and other Customer services (by dialing appropriate codes) when such services can be reached using valid NXX codes. FGD may not be switched, in the terminating direction, to another Trunk side Switched Access Service.
4. The Company will establish a trunk group or groups for the Customer at end office switches or access tandem switches where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single group at the option of the Company.
5. The access code for FGD switching is a uniform access code of the form 101XXXX. These uniform access codes will be the assigned access numbers of all FGD access provided to the Customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone service is arranged for presubscription to that Customer.

Where no access code is required, the number dialed by the Customer's end user shall be a seven (7) or ten (10) digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven (7) to twelve (12) digit number may be dialed.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.1 General (Cont’d)

5.1.1 Description and Provision of Switched Access Service Arrangements (Cont’d)

5. (Cont’d)

When the 101XXXX access code is used, FGD Service also provides for dialing the digit 0 or 00 for access to the Customer’s operator and 911 for access to emergency reporting service.

A Customer may order 950 on FGD to activate a Customer’s designated 950-XXXX access code. This will allow the Company to direct those designated 950-XXXX calls dialed by the Customer’s end users to the Customer’s access service. The Customer must be prepared to handle normally dialed FGD calls, as well as calls dialed with the designated 950-XXXX access code which requires the Customer to receive additional address signaling. Such calls will be rated as FGD.

6. There are various optional features associated with Local Transport, Common Switching and Transport Termination Services available. Operator Transfer Service (forwarding of 0- calls) may be provided over FGD switched access service trunks from the operator service location to the Customer’s premise. Where required by technical limitations, a separate FGD trunk group will be established for Operator Transfer Service. The operator service location will provide trunk answer and disconnect supervisory signaling to the Customer. The Company will provide Operator Transfer Service for calls originating from telephone numbers associated with exchange service lines in end offices subtending the Operator Service location.

B. Manner of Provision

Switched Access Service is provided by the Company as trunk-side switched access with equal access capabilities compatible with industry standards for Feature Group D Service.

Trunks used for Switched Access Service maybe configured for one (1) way (either originating only or terminating only) or for two (2) way directionality. Originating calling permits the delivery of calls from the Telephone Exchange Service locations to the Customer designated premise. Terminating calling permits the delivery of calls from the Customer designated premise to Telephone Exchange Service locations. Two (2) way calling permits the delivery of calls in both directions, but not simultaneously.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.2 Ordering Options and Conditions

Switched Access Service is ordered under the Access Order provisions set forth in Section 3. Also, included in that Section are regulations concerning Miscellaneous Service Order Charges which may be associated with Switched Access Service ordering (e.g. Service Date Change, Cancellation, etc.).

5.1.3 Rate Categories

There are three (3) rate categories which apply to Switched Access Service:

- Local Transport
- End Office
- Chargeable Optional Features

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

A. Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premise and the Company's local switching equipment, where the Customer's traffic is switched to originate or terminate the Customer's communications. Mileage measurements are set forth in Section 5.4.3 following and in this Section.

Local transport is a two (2) way voice frequency transmission path composed of facilities determined by the Company. The two (2) way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the Customer designated premise) and in the terminating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.3 Rate Categories (Cont'd)

A. Local Transport (Cont'd)

Transport can be ordered as switched transport or direct trunked transport by the Customer. The switched transport provides a common transmission path between Customers and the Company's local switch that serves end users. Direct trunked transport provides dedicated transmission paths to a Customer for connection to Switched Access Services of the Company.

The Customer must specify when ordering whether the service is to be provided as direct trunked transport or tandem switched transport. Additionally the Customer must specify (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of direct trunked transport and whether it will overflow to tandem switched transport when service is directly routed to an end office, (3) the type of entrance facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

Additionally, when service is to be routed through an access tandem switch, the Customer must specify whether the facility between the serving wire center and the tandem is to be provided as direct trunked transport or tandem switched transport.

When the Customer has both tandem switched transport and direct trunked transport at the same end office, the Customer will be provided Alternate Traffic Routing.

Direct trunked transport is available at all tandems and at the end offices with the capability of providing the service. Direct trunked transport is not available from end offices that lack recording or measurement capability.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.1 General (Cont’d)

5.1.3 Rate Categories (Cont’d)

A. Local Transport (Cont’d)

Normally, direct trunked transport of originating toll free series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating toll free series type calls. The direct trunking of originating 800 service type calls will be available if the end office can accommodate the service.

Local Transport is provided at the rates and charges set forth in Sections 11. The application of these rates is as set forth in Section 5.4.1 following.

The Local Transport Rate Category includes five (5) classes of rate elements: 1) Entrance Facility, 2) Transport Interconnection Charge, 3) Multiplexing, 4) Direct Trunked Transport or 5) Tandem Switched Transport.

When more than one Company is involved in providing the Switched Access Service to a Customer, for the provision of transport, each Company will provide its portion of transport to the interconnection point with the next Company. The mileage used to calculate charges for the Company’s transport interconnections is as set forth in Section 5.4.3 following.

1. Entrance Facility

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

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.3 Rate Categories (Cont'd)

A. Local Transport (Cont'd)

1. Entrance Facility (Cont'd)

Three (3) types of entrance facilities are available: 1) voice grade two (2) or four (4) wire (an analog channel with an approximate bandwidth of 300 to 3000 HZ), 2) high capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and 3) high capacity DS3 (and isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 entrance facility is provided is twelve (12) months.

One (1) charge applies for each entrance facility that is terminated at a Customer designated premise. This charge specified in Section 11 will apply even if the Customer designated premise and the serving wire center are collocated in the Company building.

A Customer's local transport may be connected to the entrance facility of another Customer, providing the other Customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the entrance facility.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.3 Rate Categories (Cont'd)

A. Local Transport (Cont'd)

2. Transport Interconnection Charge

The Transport Interconnection Charge 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) Charges. The Transport Interconnection Charge specified applies to both tandem switched and direct trunked access minutes of use.

3. Multiplexing

DS3 to DS1 Multiplexing Charges apply when a high capacity DS3 entrance facility or high capacity DS3 direct trunked facility is connected with high capacity DS1 direct trunked transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to twenty-eight (28) DS1 channels using digital time division multiplexing. DS1 to voice grade Multiplexing Charges apply when a high capacity DS1 entrance facility or high capacity DS1 direct trunked facility is connected with voice grade direct trunked transport. However, a DS1 to voice grade Multiplexing Charge does not apply when a high capacity DS1 entrance facility or high capacity DS1 direct trunked transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (*i.e.*, voice grade special access channels are not derived). The DS1 to voice grade multiplexer will convert a 1.544 Mbps channel to twenty-four (24) voice grade channels. Multiplexing will be provided in the offices where the capability exist.

4. Direct Trunked Transport

The Company provides direct trunked transport, between the Customer's designated premise and the local switching equipment of the Company. This transmission path is dedicated to the use of a single Customer. Voice grade two (2) or four (4) wire or high capacity DS1 and DS3 facilities are available for direct trunked transport.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.3 Rate Categories (Cont'd)

A. Local Transport (Cont'd)

4. Direct Trunked Transport (Cont'd)

The Customer must specify the choice of facilities (i.e., voice grade two (2) or (4) four wire or high capacity DS1 or DS3) to be used in the provision of the direct trunked transport or entrance facility and whether it will overflow to tandem switched transport. The minimum period for which a high capacity DS3 direct trunked transport is provided is twelve (12) months.

Direct trunked transport is available to all tandems and to all end offices with the capability.

Direct trunked transport is not available from end offices that lack recording or measurement capability.

Normally, direct trunked transport of originating toll free series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating toll free series type calls.

High capacity DS3 direct trunked transport cannot be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 direct trunked transport cannot be terminated at end offices that are not identified as hub offices that provide DS1 to voice grade multiplexing or are not electronic end offices.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.3 Rate Categories (Cont'd)

A. Local Transport (Cont'd)

4. Direct Trunked Transport (Cont'd)

Direct Trunked Transport rates consist of a Direct Trunked Facility Rate, which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the direct trunked facility (e.g., at the end office, hub, tandem, and serving wire center). When the direct trunked facility mileage is zero (0), neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single Customer:

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the direct trunked facility.

5. Switched Transport Services

Switched transport is provided from the serving wire center at which the service becomes common transport to either of the following, at the discretion of the Customer:

- a. The last serving wire center of the common transport
- b. The serving wire center of the end user

The Tandem Switched Transport rate elements recover a portion of the costs associated with the communications path between the serving wire center and an end office or between a tandem and an end office on circuits that are switched at a tandem switch.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.1 General (Cont’d)

5.1.3 Rate Categories (Cont’d)

A. Local Transport (Cont’d)

6. Interface Groups

The Company will provide interface groups for terminating the entrance facility at the Customer’s designated premise. The Company will attempt to meet any standard interface group protocol, limited by the technical availability.

B. End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the local end office. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

1. Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, and the terminations of calls at the Company intercept operators or recordings. Where end offices are appropriately equipped, international dialing may be provided as a capability which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

2. Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.1 General (Cont’d)

5.1.3 Rate Categories (Cont’d)

C. Chargeable Optional Features

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

1. Toll Free Code (TFC) Access Service

TFC Access Service is an originating service that is provided via TFC Access Service switched trunk groups, or may be provided in conjunction with FGD Switched Access Service. When, for example, a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query a TFC series data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten (10) digits. The call will then be routed to the identified Customer over FGD switched access.

A Query Charge is assessed for each query launched to the database identifying the Customer to whom the call will be delivered. The basic query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of TFC series type calls by Company to different interexchange carriers based on the LATA in which the call originates.

The vertical feature query provides the same Customer identification as the basic query and may include, 1) call validation, (ensuring that calls originate from subscribed service areas); 2) POTS translation of TFC series numbers; 3) alternate POTS translation (which allows subscribers to vary the routing of TFC series type calls based on factors such as time of day, place or origination of the call, etc.); and 4) multiple Carrier routing (which allows subscribers to route to different Carriers).

The TFC Access Service Database Query Charge will apply for each TFC call query received at the Company’s database. Per query charges will be accumulated over a monthly period and billed to the Customer on a monthly basis.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.1 General (Cont’d)

5.1.4 Special Facilities Routing

Any Customer may request that the facilities used to provide Switched Access Service be specially routed. The regulations for special facilities routing (i.e., Avoidance, Diversity and Cable-Only) are set forth in Section 8 following.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.1 General (Cont'd)

5.1.5 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's premise to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

5.2 Undertaking of the Company

In addition to the obligations set forth in Section 2, the Company has certain other obligations concerning only the provision of Switched Access Service. These obligations are as follows:

5.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company 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.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.2 Undertaking of the Company (Cont'd)

5.2.1 Network Management (Cont'd)

Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.7.2 preceding.

5.2.2 Testing

A. Acceptance Testing

At no additional charge the Company will, at the Customer's request, cooperatively test at the time of installation, the following parameters: loss, C-notched noise, C-message noise, three (3)-tone slope, d.c. continuity and operational signaling. When the local transport is provided with interface groups two (2) through ten (10), and the transport termination is two (2) wire (i.e., there is a four (4) wire to two (2) wire conversion in local transport), balance parameters (equal level echo path loss) may also be tested.

B. Routine Testing

At no additional charge, the Company will, at the Customer's request, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise and balance (Improved Return loss).

In the case of automatic testing, the customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent.

The frequency of these tests will be that which is mutually agreed upon by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz Loss and C-message noise tests and an annual Balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.2 Undertaking of the Company (Cont’d)

5.2.3 Trunk Group Measurement Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow, to the Customer based on previously agreed to intervals.

5.3 Obligations of the Customer

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

5.3.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth in Section 2 preceding.

B. Code Screening Reports

When a Customer orders service class routing, trunk access limitation or call gapping arrangements, it 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.

5.3.2 Supervisory Signaling

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.3 Obligations of the Customer (Cont'd)

5.3.3 Short Duration Mass Calling Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time (e.g., 900 service media stimulated events), the Customer must notify the Company at least forty-eight (48) hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used.

On the basis of the information provided, the Company may invoke network management controls, (e.g., call gapping and code blocking) to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control.

5.3.4 Design of Switched Access Service

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

5.4 Rate Regulations

This Section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

5.4.1 Description and Application of Rate

There are two (2) types of rates and charges that apply to Switched Access Service; recurring (usage and flat rates) and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in paragraph C. following.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.1 Descriptions and Application of Rate (Cont'd)

A. Recurring Rates

1. Usage rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.
2. Flat rates for Switched Access Service are rates that apply on a per month, per rate element basis.

B. Non-recurring Charges

Non-recurring charges are one (1) time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Switched Access Service are installation of service and service rearrangements. These charges are in addition to the Access Order Charge.

1. Installation of Service

A non-recurring Local Transport Installation Charge will be applied at the serving wire center for each entrance facility installed. Additionally, a non-recurring Trunk Activation Charge will be applied at each end office when ordered to the end office or at the tandem when ordered to the tandem for each group of activated twenty-four (24) direct trunked transport trunks or fraction thereof. (i.e., designated by the Customer to be used to carry switched access). A maximum of twenty-four (24) trunks can be activated on a DS1 facility and a maximum of six hundred and seventy two (672) trunks can be activated on a DS3 facility.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.4 Rate Regulations (Cont’d)

5.4.1 Descriptions and Application of Rate (Cont’d)

B. Non-recurring Charges (Cont’d)

2. Service Rearrangements

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The non-recurring charge described in paragraph 1. preceding will apply for this work activity. Moves that change the physical location of the point of termination are described and charged for as set forth in Section 5.4.2 following.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.1 Description and Application of Rates (Cont'd)

B. Non-recurring Charges (Cont'd)

3. Administrative changes will be made without charge to the Customer. Administrative changes are as follows:

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

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.1 Description and Application of Rate (Cont'd)

B. Non-recurring Charges (Cont'd)

4. When a Customer requests a change of trunks from tandem-switched transport to direct trunked transport or from direct trunked transport to tandem-switched transport or requests to rearrange switched access services between lower capacity and higher capacity facilities (e.g. voice grade to/from DS1 or DS1 to/from DS3), the non-recurring charges set forth in (1) preceding do not apply providing the orders to disconnect existing trunks and to connect the new trunks are placed at the same time, and the number of installed trunks does not exceed the number of trunks disconnected. If the number of installed trunks exceeds the number of trunks connected, all non-recurring charges will apply to the excess trunks unless the customer provides justification based upon standard engineering methods to show that the additional capacity is required to maintain the same level of service.
5. For additions, changes or modifications to an optional feature which has a separate non-recurring charge, that non-recurring charge will apply.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.1 Description and Application of Rate (Cont'd)

B. Non-recurring Charges (Cont'd)

6. For additions, changes, or modifications to optional features that do not have their own separate non-recurring charges, an Access Order Charge will apply.
7. 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 (*i.e.*, it will not apply per transmission path).
8. For conversion of FGD trunks from multi-frequency address signaling to SS7 signaling or from SS7 signaling to multi-frequency address signaling, non-recurring charges will apply.

C. Application of Rates

1. Per Minute Rates

Per minute rates apply to all access minutes that originate or terminate at end offices. In addition, per minute rates always apply to the following local transport rate elements:

- Common Transport Facility Termination
- Local Switching
- Common Transport Trunk Termination

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.4 Rate Regulations (Cont’d)

5.4.1 Description and Application of Rate (Cont’d)

C. Application of Rates (Cont’d)

2. RESERVED FOR FUTURE USE

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.1 Description and Application of Rate (Cont'd)

C. Application of Rates (Cont'd)

3. TFC Series Data Base Access Service

A Basic Query or Vertical Feature Query Charge applies for each query that is launched to a TFC series data base and identifies the Customer to whom the call will be delivered. Query Charges will only be applied by those companies whose wire centers can perform such queries.

When FG D Switched Access Service is used for the provision of TFC Series Data Base Access Service and the total minutes of use and/or count of queries can be determined for each Customer at a tandem or SSP but can not be determined by individual end offices, an allocation method will be utilized to determine minutes of use and/or queries by end office and Customer. For each end office a ratio will be developed and applied against the total minutes of use and/or count of queries for a given Customer as determined by the tandem or SSP. These ratios will be developed by dividing the unidentified originating TFC series type minutes of use at an end office by the total unidentified originating minutes of use in all end offices subtending the tandem or SSP.

4. Shared Transport

Shared transport refers to a rate application that is applicable only when the Customer orders high capacity direct trunked transport between a serving wire center and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as direct trunked transport and tandem switched transport.

Except as noted above, the Switched Access Service will be ordered, provided and rated as direct trunked transport. As each derived channel is activated for tandem switched transport, the High Capacity Direct Trunked Transport and Multiplexing Charges will be reduced accordingly. Tandem Switched Transport rates and charges will apply for each channel that is used to provide the tandem switched transport.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.2 Moves

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

- The point of termination at the Customer designated premise
- The Customer designated premise

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

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half (1/2) of the installation nonrecurring charge for the capacity affected. This charge is in addition to the Access Order Charge. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a 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.

5.4.3 Mileage Measurement

Mileage Measurement Charges are set forth in Section 11.
Exceptions to the mileage measurement rules are as follows:

A. Alternate Traffic Routing

When the Alternate Traffic Routing optional feature is provided, the Local Transport access minutes will be apportioned between the two trunk groups used to provide this feature. Such apportionment will be made using: 1) actual minutes of use if available, 2) standard Company traffic engineering methodology and will be based on the last trunk CCS desired for the high usage group, as described in Section 5.4.4., or 3) an apportionment mutually agreed to by the Company and the Customer. This apportionment will serve as the basis for local transport calculation.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.3 Mileage Measurement (Cont'd)

B. Feature Group D - WATS

The local transport facility for Feature Groups D Switched Access Service connected with Special Access Service at a WATS serving office will be measured between the WATS serving office (when measured access minutes of use are used) and the serving wire center for the Customer designated premise.

5.4.4 Non-Chargeable Optional Features

Following are descriptions of the various non-chargeable optional features that are available in lieu of, or in addition to, the standard features.

Common Switching Options

A. Automatic Number Identification (ANI)

This option provides the automatic transmission of a seven (7) digit or ten (10) digit number and information digits to the Customer designated premise for calls originating in the LATA, to identify the calling station.

B. Service Class Routing

This option provides the capability to direct originating traffic from an end office to a trunk group or a Customer designated premise, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+, 01+ or 011+) or Service Access Code (e.g., 800, 888 or 900). It is provided in suitably equipped end office or access tandem switches.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.4 Rate Regulations (Cont’d)

5.4.4 Non-Chargeable Optional Features (Cont’d)

Common Switching Options (Cont’d)

C. Alternate Traffic Routing

When the Customer orders both direct trunked transport and tandem switched transport at the same end office this option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the “high usage” group) or to a Customer designated premise until that group is fully loaded, and then delivering additional originating traffic (the “overflowing” traffic) from the same end office or access tandem to a different trunk group (the “final” group) or to a second Customer designated premise. The Customer shall specify the last trunk CCS desired for the high usage group. It is provided in suitably equipped end office or access tandem switches.

D. International Carrier Option

This option allows for end offices or access tandem switches equipped for International Direct Distance Dialing (IDDD) to be arranged to forward the international calls of one (1) or more International Carriers to the Customer (i.e., the Company is able to route originating international calls to a Customer other than the one designated by the end user either through presubscription or access code dialing). This arrangement requires provision of written verification to the Company that the Customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the Customer to order the option on behalf of the International Carrier.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.4 Non-Chargeable Optional Features (Cont'd)

Local Transport Options

A. Supervisory Signaling

When the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of multi-frequency signaling for each transmission path.

B. RESERVED FOR FUTURE USE

C. Calling Party Number (CPN)

This feature provides for the automatic transmission of the ten (10) digit directory number, associated with a calling station, to the Customer's premise for calls originating in the LATA. The ten (10) digit telephone number consists of the NPA plus the seven (7) digit telephone number, which may or may not be the same number as the calling station's charge number. The ten (10) digit telephone number will be coded as presented, or restricted via a "privacy indicator" for delivery to the called end user. This feature is provided with originating FGD with SS7 signaling. CPN is available where technically feasible.

D. Carrier Selection Parameter (CSP)

This feature provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the end user did or did not dial an access code. This feature is provided with originating FGD with SS7 signaling.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.4 Non-Chargeable Optional Features (Cont'd)

Local Transport Options (Cont'd)

E. Charge Number Parameter (CNP)

The CN Parameter is equivalent to the existing ten (10) digit Automatic Number Identification (ANI) available with FGD with MF signaling. The CN Parameter provides for the automatic transmission of the ten (10) digit billing number of the calling station and the originating line information. This feature is provided with originating FGD with SS7 signaling.

5.4.5 Chargeable Optional Features

A. TFC Series Data Base Access Service

TFC Series Data Base Access Service is provided with FGD Switched Access Service. When a call using a toll free service access code (SAC) (e.g., 1+800 or 888+NXX-XXXX) is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query a TFC series service data base to perform the identification function. The call will then be routed to the identified Customer over FGD switched access trunking.

The manner in which TFC Series Data Base Access Service is provided is dependent on the availability of SS7 Service at the end office from which the service is provided as outlined below.

If TFC Series Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases or at a non-SSP equipped end office that can accommodate direct trunking of originating TFC series service type calls, all such service will be provisioned from that end office. If the end office is not equipped with the 888 SAC SSP capability, for example, the Customer must order tandem switched transport trunking to receive such traffic until the 888 SAC SSP capability becomes available.

If TFC Series Data Base Access Service originates at an end office not equipped with SSP Customer identification capability the TFC series service type call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges are in addition to those charges applicable for the FGD Switched Access Service.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.5 Chargeable Optional Features (Cont'd)

B. Billing Name and Address Service

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont’d.)

5. SWITCHED ACCESS SERVICES (Cont’d)

5.4 Rate Regulations (Cont’d)

5.4.6 Measuring Access Minutes

Customer traffic to end offices will be recorded at end office switches or access tandem switches. Originating and terminating calls will be measured or derived to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or incurred recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.6 Measuring Access Minutes (Cont'd)

Originating Usage

For originating calls over FGD the measured minutes are the chargeable access minutes.

For originating calls over FGD, provided with MF Signaling, usage measurement begins when the originating FGD first point of switching receives the first wink supervisory signal forwarded from the Customer's point of termination.

For originating calls over FGD provided with Signaling System 7 (SS7) Signaling when the FGD end office is not routed through an access tandem for connection to the Customer, usage measurement begins when the SS7 initial address message is sent from the Service Switching Point (SSP) to the Service Transfer Point (STP).

For originating calls over FGD provided with Signaling System 7 (SS7) signaling when the FGD end office is routed through a tandem for connection to the Customer, usage measurement begins when the FGD end office receives the SS7 exit message from the tandem.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.6 Measuring Access Minutes (Cont'd)

The measurement of originating call usage over FGD provided with MF signaling ends when the originating FGD first point of switching receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the first point of switching.

The measurement of originating call usage over FGD provided with SS7 signaling ends when the originating FGD end office receives an SS7 release message indicating either the originating or terminating end user has disconnected.

Terminating Usage

For terminating calls over FGD the chargeable access minutes are either measured or derived.

For terminating calls over FGD provided with MF signaling, where measurement capability exists, the measurement of chargeable access minutes begins when the terminating FGD first point of switching receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. This measurement ends when the terminating FGD first point of switching receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the first point of switching.

For terminating calls over FGD, where measurement capability does not exist, terminating FGD usage is derived from originating usage, excluding usage from calls to closed end services or Directory Assistance Services.

For terminating calls over FGD with SS7 signaling, usage measurement begins when the terminating recording switch receives answer supervision from the terminating end user. The Company switch receives answer supervision and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

SECTION 5 – SWITCHED ACCESS SERVICES, (Cont'd.)

5. SWITCHED ACCESS SERVICES (Cont'd)

5.4 Rate Regulations (Cont'd)

5.4.7 Testing Capabilities

FGD is provided, in the terminating direction where equipment is available, with seven (7) digit access to balance (100 type) test line, milliwatt (102 type) test line, non synchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.

5.4.8 Special Construction Rate Determination

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

SECTION 6 – PRESUBSCRIPTION SERVICE

6. PRESUBSCRIPTION SERVICE

6.1 Presubscription

6.1.1 Description

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing interstate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

6.1.2 Provisions

A. Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

SECTION 6 – PRESUBSCRIPTION SERVICE, (Cont’d.)

6. PRESUBSCRIPTION SERVICE (Cont’d)

6.1 Presubscription (Cont’d)

6.1.2 Provisions (Cont’d)

B. Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the non-recurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1) or more toll providers.

SECTION 6 – PRESUBSCRIPTION SERVICE, (Cont’d.)

6. PRESUBSCRIPTION SERVICE (Cont’d)

6.1 Presubscription (Cont’d)

6.1.2 Provisions (Cont’d)

B. Dispute Application for Presubscription (Cont’d)

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

The non-recurring charge for an unauthorized toll provider change is set forth in Section 11.

C. Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;
- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

SECTION 6 – PRESUBSCRIPTION SERVICE, (Cont’d.)

6. PRESUBSCRIPTION SERVICE (Cont’d)

6.1 Presubscription (Cont’d)

6.1.3 Verification of Orders for Long Distance Telemarketing

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

- A. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:
 - The billed party's billing name and address and each telephone number to be covered by the change order;
 - The billed party's decision to change primary toll providers; and
 - The billed party's understanding of the change fee; or
- B. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or
- C. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number); or

SECTION 6 – PRESUBSCRIPTION SERVICE, (Cont’d.)

6. PRESUBSCRIPTION SERVICE (Cont’d.)

6.1 Presubscription (Cont’d)

6.1.3 Verification of Orders for Long Distance Telemarketing (Cont’d)

- D. Within three (3) business days of the billed party's request for a primary toll provider change, the chosen toll provider must send the requesting party an information package by first class mail which includes:
- a statement that the enclosed information is being sent to confirm a telemarketing order placed by the billed party within the previous week;
 - the name of the current and soliciting toll provider
 - the terms, conditions or charges for the primary toll provider change;
 - the name of the person who ordered the change;
 - the name, address and telephone number of both the customer and the soliciting toll provider;
 - a statement advising the billed party that, absent their response, the change will be implemented fourteen (14) days from the date the information package was mailed to them; and
 - the name, address and telephone number of a contact point at the FCC for consumer complaints.

The toll provider must provide a postpaid postcard with which the billed party can use to deny, cancel or confirm the order. The toll provider must wait fourteen (14) days after the information package is mailed to the billed party before submitting the change order to the Company.

SECTION 7 – SPECIAL ACCESS SERVICE

7. SPECIAL ACCESS SERVICE

RESERVED FOR FUTURE USE

SECTION 7 – SPECIAL ACCESS SERVICE, (Cont'd.)

7. SPECIAL ACCESS SERVICE (Cont'd)

RESERVED FOR FUTURE USE

SECTION 7 – SPECIAL ACCESS SERVICE, (Cont'd.)

7. SPECIAL ACCESS SERVICE (Cont'd)

RESERVED FOR FUTURE USE

SECTION 7 – SPECIAL ACCESS SERVICE, (Cont'd.)

7. SPECIAL ACCESS SERVICE (Cont'd)

RESERVED FOR FUTURE USE

SECTION 8 – SPECIAL FACILITIES ROUTING OF ACCESS SERVICE

8. SPECIAL FACILITIES ROUTING OF ACCESS SERVICE

8.1 Description

The services provided under this Tariff are provided over such routes and facilities as the Company may elect. Special Facilities Routing is involved when, in order to comply with requirements specified by the Customer, the Company provides Switched Access Service, Special Access Service in a manner which includes one (1) or more of the following conditions:

8.1.1 Diversity

Two (2) or more circuits must be provided over not more than two (2) different physical routes.

8.1.2 Avoidance

A circuit(s) must be provided on a route which avoids specified geographical locations.

8.1.3 Diversity and Avoidance Combined

Diversity and Avoidance may be provided in combination, subject to Company limitations and availability.

SECTION 9 – SPECIALIZED SERVICE OR ARRANGEMENTS

9. SPECIALIZED SERVICE OR ARRANGEMENTS

9.1 General

Specialized Service or Arrangements may be provided by the Company, at the request of a Customer, on an individual case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other Sections of this Tariff.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Company personnel and capital resources.

Rates and charges and additional regulations if applicable, for Specialized Service or Arrangements are provided on an individual case basis.

SECTION 10 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

10. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

In this Section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

A Miscellaneous Service Order Charge as described in previous Sections may be applicable to services ordered from this Section.

10.1 Additional Engineering

Additional Engineering, including engineering reviews will be undertaken only after the Company has notified the Customer that Additional Engineering Charges apply, and the Customer agrees to such charges.

Additional engineering will be provided by the Company at the request of the Customer only when:

- A. A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR).
- B. Additional engineering time is incurred by the Company to engineer a Customer's request for a customized service.
- C. A Customer requested design change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review as set forth in Section 3.4 preceding. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the design change. In this case the Design Change Charge does not apply unless the Customer authorizes the Company to proceed with the design change.

SECTION 10 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES, (Cont'd.)

10. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)

10.2 Additional Labor

Additional labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in Sections A. through D. following. The Company will notify the customer that Additional Labor Charges will apply before any additional labor is undertaken. Should a Company employee be called out at a time not consecutive with the employee's scheduled work period the Customer will be subject to a minimum charge of four (4) hours. When provisioning or restoring Telecommunications Service Priority Services, the Company will, when possible, notify the Customer of the applicability of these Additional Labor Charges.

A. Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

B. Overtime Repair

Overtime repair is that Company effort performed outside of normally scheduled working hours.

C. Stand by

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

D. Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other Telephone Companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

SECTION 10 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES, (Cont'd.)

10. ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)

10.3 Miscellaneous Services

A. Maintenance of Service

Should a Customer report trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of the Maintenance of Service Charge for the period of time from when Company personnel are dispatched, at the request of the Customer, to the Customer designated premise to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

The Customer shall be responsible for payment of the Maintenance of Service Charge when the Company dispatches personnel to the Customer designated premise, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed Customer premise equipment provided by the Company.

No credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

SECTION 11 – RATES AND CHARGES

11. RATES AND CHARGES

11.1 Common Line Access Service

11.1.1 Carrier Common Line Access Service Monthly Recurring Rate

- Terminating Per Access Minute \$ *
- Originating Per Access Minute \$ *

11.1.2 End-User Common Line Service

- Residential and Single-Line Business \$ *
- Multi-Line Business and Centrex \$ *

11.2 Switched Access Service

11.2.1 Common Transport

A. Facility Termination

Per Access Minute \$ *

Per Access Minute Per Mile \$ *

11.2.2 Local Transport

- ###### A. Transport Interconnection Charge
- Per Access Minute \$ *

* CP-Tel Network Services, Inc. as a competitive local exchange carrier mirrors the AT&T BellSouth Telecommunications, Inc. Tariff FCC No. 1 switched access rates for these rate elements.

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.2 Switched Access Service (Cont'd)

11.2.3 RESERVED FOR FUTURE USE

	<u>Monthly Rate</u>	<u>Non-recurring Charge</u>
A. <u>Reserved for Future Use</u>		
B. <u>TFC Series Data Base Access Service Query Charge</u>		<u>Rate</u>
Toll Free Ten Digit Screening Service with Number Delivery		\$ *, per query
Toll Free Dialing Digit Screening Service with Optional Complex Feature		\$ *, per query
Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery		\$ *, per query
Toll Free Dialing Ten Digit Screening with POTS Number Delivery for TFC Numbers with Optional Complex Feature		\$ *, per query
C. <u>Network Blocking Charge</u>		
Per Call Blocked		\$ *
D. <u>LNP Query Charge</u>		
Local Number Portability, per query		\$ *

* CP-Tel Network Services, Inc. as a competitive local exchange carrier mirrors the AT&T BellSouth Telecommunications, Inc. Tariff FCC No. 1 switched access rates for these rate elements.

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.2 Switched Access Service (Cont'd)

11.2.4 End Office

- | | | |
|----|--|------|
| A. | <u>Local Switching</u> | \$ * |
| B. | <u>Information Surcharge</u> | |
| | Premium per 100 Access Minutes | \$ * |
| C. | <u>Common Trunk Port Service</u> | |
| | Per Each Common Transport Trunk Termination, Per Minute of Use | \$ * |

* CP-Tel Network Services, Inc. as a competitive local exchange carrier mirrors the AT&T BellSouth Telecommunications, Inc. Tariff FCC No. 1 switched access rates for these rate elements.

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.2 Switched Access Service (Cont'd)

11.2.5 Switched Local Channel
Per Local Channel

A.	<u>Non-Recurring Charges</u>	1 st Svc. <u>Installed</u>	Addt'l. Svc. <u>Installed</u>
	Two-Wire (VG)	\$ *	\$ *
	Four-Wire (VG)	\$ *	\$ *
	DS1 Service	\$ *	\$ *
	DS3 Service	\$ *	\$ *
B.	<u>Monthly Recurring Charges</u>		
	Two-Wire (VG)	\$ *	
	Four-Wire (VG)	\$ *	
	DS1 Service	\$ *	
	DS3 Service	\$ *	

11.2.6 Switched Interoffice Channel- Dedicated Transport

A.	<u>Non-Recurring Charges</u>		
	Voice Grade	\$ *	
	High Capacity DS0	\$ *	
	High Capacity DS1	\$ *	
	High Capacity DS3	\$ *	
B.	<u>Monthly Recurring Charges</u>	<u>Facility Termination</u>	<u>Per Mile</u>
	Voice Grade	\$ *	\$ *
	High Capacity DS0	\$ *	\$ *
	High Capacity DS1	\$ *	\$ *
	High Capacity DS3	\$ *	\$ *
C.	<u>Multiplexing</u> Per Access Minute of Use		
	DS3 to DS1	\$ *	
	DS1 to Voice	\$ *	

11.2.7 Installation Charge

A.	<u>Non-Recurring Charges</u>	<u>First</u>	<u>Additional</u>
	Per line or trunk	\$ *	\$ *

* CP-Tel Network Services, Inc. as a competitive local exchange carrier mirrors the AT&T BellSouth Telecommunications, Inc. Tariff FCC No. 1 switched access rates for these rate elements.

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.3 Special Access Service (Cont'd)

RESERVED FOR FUTURE USE

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.3 Special Access Service (Cont'd)

RESERVED FOR FUTURE USE

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.3 Special Access Service (Cont'd)

RESERVED FOR FUTURE USE

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.3 Special Access Service (Cont'd)

RESERVED FOR FUTURE USE

SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.4 Other Services

11.4.1 Access Ordering

	<u>Charge</u>
A. <u>Access Order Charge</u>	
- Switched Access - Per Order	\$ *
B. <u>Service Date Change Charge</u>	
Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 11.4.1(A) preceding does not apply.	
- Per Order	\$ *
Service Date Change – Additional Dispatch Charge, per occurrence	\$ *
C. <u>Design Change Charge</u>	
The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
- Per Order	\$ *
D. <u>Miscellaneous Service Order Charge</u>	
- Per Occurrence	\$ *

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SECTION 11 – RATES AND CHARGES, (Cont'd.)

11. RATES AND CHARGES (Cont'd)

11.4	<u>Other Services</u> (Cont'd)	<u>Rate</u>
11.4.2	<u>Billing Name and Address Service</u>	
	per BNA Order	\$ *
	per BNA Record	\$ *
	per Electronic Medium	\$ *
	Optional Programming, per ½ hour or fraction thereof	\$ *
11.4.3	<u>Specialized Service or Arrangements</u>	ICB
	Specialized Service or Arrangements are provided on an Individual Case Basis.	

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