

This Comcast Phone, LLC, Tariff FCC No. 1

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This Tariff sets forth the service description, regulations and rates applicable to the provision of telecommunications access service within the operating territories of Comcast Phone, LLC and its affiliate companies

(C)

Original tariff effective April 1, 2003

The Title Page and Pages 0-1 to 5-12 inclusive of this Tariff are effective as of the date shown.

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
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**ISSUING CARRIERS**

(T)

Comcast Phone, LLC  
Comcast Business Communications, LLC  
Comcast Phone II, LLC

(N)  
(N)  
(N)

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS AND  
ABBREVIATIONS USED IN THIS TARIFF**

The following symbols and abbreviations shall be used in this Tariff for the purposes listed below:

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

**ABBREVIATIONS**

- |      |   |     |
|------|---|-----|
| CALC | - Common Access Line Charge                     | (D) |
| CLLI | - Common Language Location Identifier           | (N) |
| EUCL | - End User Common Line                          | (D) |
|      |   | (D) |
| ISDN | - Integrated Services Digital Network           |     |
| kbps | - Kilobits per second; 1000s of bits per second |     |
| LATA | - Local Access and Transport Area               | (N) |
|      |   | (D) |
|      |   | (D) |
| MOU  | - Minutes of Use                                |     |
| PICC | - Presubscribed Interexchange Carrier Charge    |     |
| PIU  | - Percent of Interstate Use                     |     |
| PSTN | - Public Switched Telephone Network             | (N) |
|      |   | (D) |
| SLC  | - Subscriber Line Charge                        | (D) |
|      |   | (D) |
| VoIP | Voice over Internet Protocol                    | (N) |

**1. APPLICATION OF TARIFF**

This Tariff contains regulations, rates and charges applicable to the provision of Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s), provided by the Company to Customers. (T)

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The applicable operating territories of the Company are as set forth elsewhere in this Tariff. (T)

**2. GENERAL REGULATIONS**

**2.1 EXPLANATION OF TERMS**

Advance Payment

The term "Advance Payment" denotes the requirement for partial or full payment required before the start of service.

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Commission

The term "Commission" denotes the Federal Communications Commission.

Company

The term "Company" denotes the Issuing Carriers identified above and their affiliate companies.

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2. GENERAL REGULATIONS

2.1 EXPLANATION OF TERMS (Cont'd)

Customer

The term "Customer" (when capitalized) denotes any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

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End Office

With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

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(C)

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(D)

2. GENERAL REGULATIONS

2.1 EXPLANATION OF TERMS (Cont'd)

End User

The term "End User" means any wholesale or retail customer of an interstate or foreign telecommunications service that is not a carrier. The term "End User" may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.

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Interconnected VoIP Service

An interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user's location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

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2. GENERAL REGULATIONS

2.1 EXPLANATION OF TERMS (Cont'd)

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Nonrecurring Charge

The term "Nonrecurring Charge" denotes a one-time only charge that applies for a specific work activity (i.e., installation or change to an existing service).

Non-interconnected VoIP Service

The term "non-interconnected VoIP service" means a service that (i) enables real-time voice communications that originate from or terminate to the user's location using Internet protocol or any successor protocol; and (ii) requires Internet protocol compatible customer premises equipment; and (iii) does not include any service that is an interconnected VoIP service.

(N)

(N)

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Recurring Charge

The term "Recurring Charge" denotes a monthly flat-rated or usage sensitive charge that applies for a specific rate element.

Service Commencement Date (SCD)

The date upon which the Company notifies the Customer that the requested service or facility is available for use. The Company and the Customer may mutually agree on a substitute SCD. If the Company does not have an executed service order from the Customer, the SCD will be the first date on which the service or facility was used by the Customer.

Service Order

A request for service executed by the Customer and accepted by the Company in a format developed by the Company.

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2. GENERAL REGULATIONS

2.1 EXPLANATION OF TERMS (Cont'd)

Term Agreement

The term "Term Agreement" denotes a method of purchasing the Company's service whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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Trunk Gateway

The point of interface between the PSTN trunk facility and the Company defined by CLLI codes assigned to the Company, as reflected in the LERG. Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location.

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Type 1 Arrangement

The term "Type 1 Arrangement" denotes an arrangement where all Customer locations are served directly by the Company's network facilities.

Type 2 Arrangement

The term "Type 2 Arrangement" denotes an arrangement whereby one or more Customer locations are not served directly by the Company's network facilities. The facilities for a Type 2 Arrangement are provisioned, in whole or in part, by a third party.

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Tandem Transport

The term "Tandem Transport" denotes the transport between an access tandem and the Company's End Office, Trunk Gateway or other functionally equivalent location.

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**2. GENERAL REGULATIONS**

**2.2 UNDERTAKING OF THE COMPANY**

The Company's service is furnished to a Customer for interstate communications. (T)  
The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service for the Customer in accordance with the terms and conditions set forth in this Tariff.

**2.3 LIMITATIONS**

Service is offered subject to the availability of the necessary systems, 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 and equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

The Company shall not be liable for errors in transmission or for failure to establish connections. (C)  
(C)

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment



**2. GENERAL REGULATIONS****2.7 DISCONTINUANCE AND RESTORATION OF SERVICE**

Service is provided until canceled by the Customer, in writing, or until canceled by the Company as set forth following. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.7.1 CANCELLATION BY THE CUSTOMER**

Customers desiring to terminate service shall provide to the Company thirty (30) days written notice of their desire to terminate service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer. Termination liabilities may apply to early cancellation of a Term Agreement.

**2.7.2 CANCELLATION BY THE COMPANY****A. 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 sixty (60) days overdue.

**B. Returned Checks**

The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

**C. For any violation of law or of 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 that prohibits the Company from furnishing such service.

**2.7.3 RESTORATION OF SERVICE**

If service is discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, 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. Nonrecurring charges applicable to a new installation of service will apply to restore service.



**2. GENERAL REGULATIONS**

**2.8 BILLING AND PAYMENT (CONT'D)**

If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.

**2.8.1. ADVANCE PAYMENT**

A nonrefundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

The Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. (C)  
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**2. GENERAL REGULATIONS**

**2.8 BILLING AND PAYMENT (Cont'd)**

**2.8.2 MINIMUM PERIODS**

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

**2.8.3 TAXES**

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The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated)(excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such a certificate.

**2.8.4 CLAIMS AND DISPUTES**

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for that service. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, Customer may be required, at Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

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All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, unless the parties agree otherwise. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

(C)

**2. GENERAL REGULATIONS****2.8 BILLING AND PAYMENT (Cont'd)****2.8.5 PAYMENT OF DEPOSITS**

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- two month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an Advance Payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a simple interest rate of 3.0%. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**2. GENERAL REGULATIONS**

**2.9 LIABILITIES AND OBLIGATIONS**

**2.9.1 LIABILITY OF THE COMPANY**

The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

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

When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents, servants or employees. (C)  
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The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or customers, or by facilities or equipment provided by the Customer. (T)

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2. GENERAL REGULATIONS**

**2.9 LIABILITIES AND OBLIGATIONS (CONT'D)**

**2.9.2 LIABILITY OF THE CUSTOMER**

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

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; and

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

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, or the Customer's agents, end users, or customers, in connection with any service or facilities or equipment provided by the Company.

The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**2.9.3 OBLIGATIONS OF THE CUSTOMER**

The Customer shall be solely responsible, at its own expense, for customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services that may be required because of changes in Company services, operations or procedure, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in customer-provided equipment and services.

**2. GENERAL REGULATIONS****2.9 LIABILITIES AND OBLIGATIONS****2.9.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)**

The Customer or authorized user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or the customer-provided equipment and wiring, or injury to the Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer (C)

The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company (T)

The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth in this Tariff. Should a Customer use the Company's service without a Service Order, the Company may require that the Customer execute a written Service Order within a reasonable time from the inception of service. Customers using the Company's service without an executed Service Order agree to comply with the general regulations and other provisions contained in this Tariff. (T)

Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company. (N)

**2.9.4 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 service at any time, without penalty or liability. (C)

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified prior to the release of that service.



2. GENERAL REGULATIONS

2.11 DETERMINATION OF JURISDICTION

A. Special Access

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction is determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service is provided according to the applicable rules and regulations of the appropriate intrastate tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service is provided according to the applicable rules and regulations of this Tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments apply to the period prior to the change in the Company's records. Any applicable Term Agreement is transferred with the jurisdictional change.

B. Switched Access

When ordering Switched Access Service, the Customer may be required to provide a projected PIU factor, which may be subject to audit by the Company. 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. (C)

The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail. (C)

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request. (C)

## 2. GENERAL REGULATIONS

### 2.11 DETERMINATION OF JURISDICTION

#### B. Switched Access (Cont'd)

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

### 2.12 SPECIAL CONSTRUCTION

All rates and charges quoted in this Tariff provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

### 2.13 SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

### 2.14 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

**3. SWITCHED ACCESS**

**3.1 GENERAL**

Switched Access Service provides for the switching and routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used.

(C)  
—  
(C)

(D)  
—

(D)

**3.2 RESERVED**

(T)

(D)  
—

(D)

3. SWITCHED ACCESS

3.2 RESERVED (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES

There are three rate categories which apply to Switched Access Service provided by the Company: Carrier Common Line, Tandem Transport and Network Access.

(T)

(T)

(D)

(D)

**3. SWITCHED ACCESS**

**3.3 SWITCHED ACCESS RATE CATEGORIES (Cont'd)**

(D)

(D)

**3. SWITCHED ACCESS**

**3.3 SWITCHED ACCESS RATE CATEGORIES (Cont'd)**

**3.3.1. CARRIER COMMON LINE**

The Carrier Common Line rate category provides Customers with the use of services, facilities, and/or equipment owned, or controlled through contractual or other arrangements, by the Company, in order to access End Users to furnish interstate communications.

(C)

(C)

No Carrier Common Line charge is assessed in this Tariff.

(N)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES (Cont'd)

3.3.2. TANDEM TRANSPORT

(T)

The Tandem Transport rate category provides for the transmission between an access tandem and the Company's End Office, Trunk Gateway or functionally equivalent location. Rate elements include:

(T)  
(C)  
(C)

(D)

(D)

A. Transport Termination

(T)

The Transport Termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

B. Transport Mileage

(T)

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis. Transport mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway or functionally equivalent location within the applicable LATA.

(C)  
(C)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES

3.3.2 TANDEM TRANSPORT (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES

3.3.2 TANDEM TRANSPORT (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES

3.3.2. TANDEM TRANSPORT (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.3 SWITCHED ACCESS RATE CATEGORIES (Cont'd)

3.3.3. NETWORK ACCESS

(T)

(D)

(D)

Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Network Switching and Common Trunk Port.

(C)

(C)

(D)

A. Network Switching

(T)

Network Switching provides for: (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

(C)

The "establishment" of call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned, or controlled through contractual or other arrangements, by the Company, which allows for the routing of voice communications between the Company's End Office, Trunk Gateway, or functionally equivalent location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

(C)

B. Common Trunk Port

Provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes routed to the Company via a third-party access tandem.

(C)

(C)

(D)

(D)

**3. SWITCHED ACCESS**

**3.3 SWITCHED ACCESS RATE CATEGORIES (Cont'd)**

**3.3.4. 8XX TOLL-FREE ACCESS SERVICE**

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate customer based on the dialed 8XX number. (C)  
(T)  
|  
(T)  
(D)

1. Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis. (T)  
(D)  
(D)

3. SWITCHED ACCESS

3.4 RESERVED

(T)

(D)

(D)

3. SWITCHED ACCESS

3.4 RESERVED (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.4 RESERVED (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.4 RESERVED (Cont'd)

(T)

(D)

(D)

3. SWITCHED ACCESS

3.5 RATE REGULATIONS

3.5.1 RESERVED

(T)

(D)

(D)

3. SWITCHED ACCESS

3.5 RATE REGULATIONS (Cont'd)

3.5.2 RESERVED

(T)

(D)

(D)

**3. SWITCHED ACCESS**

**3.5 RATE REGULATIONS (Cont'd)**

**3.5.3 MEASURING ACCESS MINUTES**

Customer traffic will be measured in minutes of use by the Company at its End Office, (C)  
Trunk Gateway, or functionally equivalent locations. Originating and terminating calls (C)  
will be measured (i.e., recorded or assumed) by the Company to determine the basis for  
computing chargeable access minutes. Access minutes or fractions thereof are (C)  
accumulated over the billing period and are then rounded up to the nearest access minute. (C)

(D)

(D)

3. SWITCHED ACCESS

3.5 RATE REGULATIONS (Cont'd)

3.5.4. RATES BASED UPON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or other functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates. (C)
- B. The airline distance between any two points is determined as follows: (T)
  - 1. Obtain the "V" and "H" coordinates for each point. (C)
  - 2. Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates. (T)
  - 3. Square each difference obtained in step (2) above.
  - 4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
  - 5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**3. SWITCHED ACCESS**

**3.5 RATE REGULATIONS (Cont'd)**

**3.5.5 ALLOWANCE FOR INTERRUPTIONS IN SERVICE**

(T)

A. General

1. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
2. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
3. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**3. SWITCHED ACCESS**

**3.5 RATE REGULATIONS**

**3.5.5 ALLOWANCE FOR INTERRUPTIONS IN SERVICE (Cont'd)**

B. Limitations on Allowances

1. No credit allowance will be made for any interruption in service:
  - a. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or third parties connected to the service of the Company;
  - b. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - c. Due to circumstances or causes beyond the control of the Company;
  - d. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - e. During any period in which the Customer continues to use the service on an impaired basis;
  - f. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
  - g. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - h. That was not reported to the Company within thirty (30) days of the date that service was affected.

2. Use of Another Means of Communications

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

(D)  
—  
(D)

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.1 RESERVED

3.6.2 RECURRING

A. Carrier Common Line

	<b>RECURRING RATE PER MOU</b>		
	<u>Originating</u>	<u>Terminating</u>	(T)
• All States	\$ 0.000000	\$ 0.000000	(T) (M)

(M) Material previously appeared on Page 3-22.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(T)

B. Tandem Transport

(M)

1. Transport Termination

		<b>RECURRING RATE PER MOU</b>		
		<u>Originating</u>	<u>Terminating</u>	(C)
•	Alabama	\$0.0001680	\$0.0001680	
•	Arizona	0.0002400	0.0002400	
•	Arkansas	0.0000530	0.0000530	
•	California			
	– AT&T Territory	0.0001300	0.0001300	
	– Verizon Territory	0.0000000	0.0000000	
•	Colorado	0.0002400	0.0002400	
•	Connecticut	0.0000630	0.0000630	
•	Delaware	0.0000000	0.0000000	
•	District of Columbia	0.0000000	0.0000000	
•	Florida			
	– AT&T Territory	0.0001680	0.0001680	
	– CenturyLink Territory	0.0004380	0.0004380	
	– Verizon Territory	0.0000000	0.0000000	
•	Georgia	0.0001680	0.0001680	
•	Illinois			
	– AT&T Territory	0.0001030	0.0001030	
	– Frontier Territory	0.0000000	0.0000000	
•	Indiana			
	– AT&T Territory	0.0001030	0.0001030	
	– Frontier Territory	0.0000000	0.0000000	
•	Kansas			
	– AT&T Territory	0.0000530	0.0000530	
	– CenturyLink Territory	0.0002350	0.0002350	
•	Kentucky	0.0001680	0.0001680	
•	Louisiana	0.0001680	0.0001680	
•	Maine	0.0000000	0.0000000	
•	Maryland	0.0000000	0.0000000	
•	Massachusetts	0.0000000	0.0000000	
•	Michigan	0.0001030	0.0001030	
•	Minnesota			
	– CenturyLink Territory [1]	0.0002350	0.0002350	
	– CenturyLink Territory [2]	0.0002400	0.0002400	
•	Mississippi	0.0001680	0.0001680	
•	Missouri			
	– AT&T Territory	0.0000530	0.0000530	
	– CenturyLink Territory	0.0002350	0.0002350	(C) (M)

[1] former Embarq Territory

(N)

[2] former Qwest Territory

(N)

(M) Material previously appeared on Page 3-22.1.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES  
 3.6.2 RECURRING

B. Tandem Transport

1. Transport Termination (Cont'd)

	<b>RECURRING RATE PER MOU</b>		
	<u>Originating</u>	<u>Terminating</u>	
• New Hampshire	\$0.0000000	\$0.0000000	(C)
• New Jersey – CenturyLink Territory	0.0004490	0.0004490	(T)
– Verizon Territory	0.0000000	0.0000000	
• New Mexico	0.0002400	0.0002400	(M1)
• New York	0.0000000	0.0000000	
• Ohio	0.0001030	0.0001030	(M1)
• Oregon – CenturyLink Territory [1]	0.0000110	0.0000110	(M2)
– CenturyLink Territory [2]	0.0002550	0.0002550	
– CenturyLink Territory [3]	0.0002400	0.0002400	
– Frontier Territory	0.0000000	0.0000000	
• Pennsylvania – CenturyLink Territory	0.0004490	0.0004490	(C)
– Verizon Territory	0.0000000	0.0000000	
• South Carolina	0.0001680	0.0001680	(M1)
• Tennessee – AT&T Territory	0.0001680	0.0001680	
– CenturyLink Territory	0.0002630	0.0002630	(M2)
• Texas – AT&T Territory	0.0000530	0.0000530	
– Verizon Territory	0.0000000	0.0000000	(C)
• Utah	0.0002400	0.0002400	
• Vermont	0.0000000	0.0000000	(M2)
• Virginia – CenturyLink Territory	0.0002630	0.0002630	
– Verizon Territory	0.0000000	0.0000000	(M1)
• Washington – CenturyLink Territory [2]	0.0002550	0.0002550	
– CenturyLink Territory [3]	0.0002400	0.0002400	
– Frontier Territory	0.0000000	0.0000000	(M2)
• West Virginia	0.0000000	0.0000000	
• Wisconsin	0.0001030	0.0001030	(C)

[1] former CenturyTel Territory (N)  
 [2] former Embarq Territory (N)  
 [3] former QWEST Territory (N)

(M1) Material previously appeared on Page 3-22.1.  
 (M2) Material previously appeared on Page 3-22.1.1.





3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

C. Network Access

1. Network Switching

		<b>RECURRING RATE PER MOU</b>	
		<u>Originating</u>	<u>Terminating</u>
•	Alabama	\$0.0021260	\$0.0028490
•	Arizona	0.0019740	0.0013910
•	Arkansas	0.0025630	0.0038980
•	California – AT&T Territory	0.0026200	0.0040360
	– Verizon Territory	0.0019019	0.0022710
•	Colorado	0.0019740	0.0013910
•	Connecticut	0.0031330	0.0030390
•	Delaware	0.0024060	0.0031620
•	District of Columbia	0.0024060	0.0031620
•	Florida – AT&T Territory	0.0021260	0.0028490
	– CenturyLink Territory	0.0035680	0.0022170
	– Verizon Territory	0.0020995	0.0031360
•	Georgia	0.0021260	0.0028490
•	Illinois – AT&T Territory	0.0031160	0.0029540
	– Frontier ) Territory	0.0019653	0.0017701
•	Indiana – AT&T Territory	0.0031160	0.0029540
	– Frontier Territory	0.0020889	0.0033118
•	Kansas – AT&T Territory	0.0025630	0.0038980
	– CenturyLink Territory	0.0039830	0.0021580
•	Kentucky	0.0021260	0.0028490
•	Louisiana	0.0021260	0.0028490
•	Maine	0.0022640	0.0016250
•	Maryland	0.0024060	0.0031620
•	Massachusetts	0.0024060	0.0031120 (Z)
•	Michigan	0.0031160	0.0029540
•	Minnesota – CenturyLink Territory [1]	0.0039830	0.0021580
	– CenturyLink Territory [2]	0.0019740	0.0013910
•	Mississippi	0.0021260	0.0028490
•	Missouri – AT&T Territory	0.0025630	0.0038980
	– CenturyLink Territory	0.0039830	0.0021580
•	New Hampshire	0.0022640	0.0016250

[1] former Embarq Territory

[2] former Qwest Territory

## 3. SWITCHED ACCESS

## 3.6 RATES AND CHARGES

## 3.6.2 RECURRING

## C. Network Access

## 1. Network Switching (Cont'd)

		<b>RECURRING RATE PER MOU</b>	
		<u>Originating</u>	<u>Terminating</u>
• New Jersey	– CenturyLink Territory	\$0.0038920	\$0.0021720
	– Verizon Territory	0.0024060	0.0031620
• New Mexico		0.0019740	0.0013910
• New York		0.0024060	0.0031120 (Z)
• Ohio		0.0031160	0.0029540
• Oregon	– CenturyLink Territory [1]	0.0050110	0.0034320
	– CenturyLink Territory [2]	0.0037700	0.0018840
	– CenturyLink Territory [3]	0.0019740	0.0013910
	– Frontier Territory	0.0022081	0.0034781
• Pennsylvania	– CenturyLink Territory	0.0038920	0.0021720
	– Verizon Territory	0.0024060	0.0031620
• South Carolina		0.0021260	0.0028490
• Tennessee	– AT&T Territory	0.0021260	0.0028490
	– CenturyLink Territory	0.0037090	0.0020640
• Texas	– AT&T Territory	0.0025630	0.0038980
	– Verizon Territory	0.0024060	0.0031870
• Utah		0.0019740	0.0013910
• Vermont		0.0022640	0.0016250
• Virginia	– CenturyLink Territory	0.0037090	0.0020640
	– Verizon Territory	0.0024060	0.0026230
• Washington	– CenturyLink Territory [2]	0.0037700	0.0018840
	– CenturyLink Territory [3]	0.0019740	0.0013910
	– Frontier Territory	0.0018654	0.0018654
• West Virginia		0.0022730	0.0026766
• Wisconsin		0.0031160	0.0029540

[1] former CenturyTel Territory

[2] former Embarq Territory

[3] former Qwest Territory

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING

C. Network Access (Cont'd)

2. Common Trunk Port

		<b>RECURRING RATE PER MOU</b>		
		<u>Originating</u>	<u>Terminating</u>	(C)
•	Alabama	\$0.0008000	\$0.0000000 (R)	
•	Arizona	0.0007470	0.0005260 (R)	
•	Arkansas	0.0009000	0.0000000 (R)	
•	California – AT&T Territory	0.0046960	0.0000000 (R)	
	– Verizon Territory	0.0016920	0.0000000 (R)	
•	Colorado	0.0007470	0.0005260 (R)	
•	Connecticut	0.0014000	0.0000000 (R)	
•	Delaware	0.0016880	0.0000000 (R)	
•	District of Columbia	0.0016880	0.0000000 (R)	
•	Florida – AT&T Territory	0.0008000	0.0000000 (R)	
	– CenturyLink Territory	0.0005570	0.0005570	
	– Verizon Territory	0.0016920	0.0000000 (R)	
•	Georgia	0.0008000	0.0000000 (R)	
•	Illinois – AT&T Territory	0.0003710	0.0000000 (R)	
	– Frontier Territory	0.0006571	0.0000863 (R)	(M2)
•	Indiana – AT&T Territory	0.0003710	0.0000000 (R)	(M3)
	– Frontier Territory	0.0007198	0.0000000 (R)	
•	Kansas – AT&T Territory	0.0009000	0.0000000 (R)	
	– CenturyLink Territory	0.0004980	0.0004980	
•	Kentucky	0.0008000	0.0000000 (R)	
•	Louisiana	0.0008000	0.0000000 (R)	
•	Maine	0.0015950	0.0011450 (R)	
•	Maryland	0.0016880	0.0000000 (R)	
•	Massachusetts	0.0016880	0.0000000 (R)	
•	Michigan	0.0003710	0.0000000 (R)	
•	Minnesota – CenturyLink Territory [1]	0.0004980	0.0004980	
	– CenturyLink Territory [2]	0.0007470	0.0005260 (R)	
•	Mississippi	0.0008000	0.0000000 (R)	
•	Missouri – AT&T Territory	0.0009000	0.0000000 (R)	
	– CenturyLink Territory	0.0004980	0.0004980	
•	New Hampshire	0.0015950	0.0011450 (R)	(C) (M3)

[1] former Embarq Territory

[2] former Qwest Territory

(N)

(N)

(M1) Material moved to Page 3-22.1.

(M2) Material previously appeared on Page 3-24.

(M3) Material previously appeared on Page 3-24.1.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING

(T)

C. Network Access

(M1)

2. Common Trunk Port (Cont'd)

		<b>RECURRING RATE PER MOU</b>		
		<u>Originating</u>	<u>Terminating</u>	(C)
• New Jersey	– CenturyLink Territory	\$0.0004900	\$0.0004900	
	– Verizon Territory	0.0016880	0.0000000 (R)	
• New Mexico		0.0007470	0.0005260 (R)	
• New York		0.0016880	0.0000000 (R)	
• Ohio		0.0003710	0.0000000 (R)	
• Oregon	– CenturyLink Territory [1]	0.0019970	0.0019970	
	– CenturyLink Territory [2]	0.0004280	0.0004280	
	– CenturyLink Territory [3]	0.0007470	0.0005260 (R)	
	– Frontier Territory	0.0007144	0.0000000 (R)	
• Pennsylvania	– CenturyLink Territory	0.0004900	0.0004900	
	– Verizon Territory	0.0016880	0.0000000 (R)	
• South Carolina		0.0008000	0.0000000 (R)	
• Tennessee	– AT&T Territory	0.0008000	0.0000000 (R)	
	– CenturyLink Territory	0.0005370	0.0005370	
• Texas	– AT&T Territory	0.0009000	0.0000000 (R)	
	– Verizon Territory	0.0016920	0.0000000 (R)	
• Utah		0.0007470	0.0005260 (R)	
• Vermont		0.0015950	0.0011450 (R)	
• Virginia	– CenturyLink Territory	0.0005370	0.0005370	
	– Verizon Territory	0.0016880	0.0000000 (R)	(M1)
• Washington	– CenturyLink Territory [2]	0.0004280	0.0004280	(M2)
	– CenturyLink Territory [3]	0.0007470	0.0005260 (R)	
	– Frontier Territory	0.0003861	0.0002682 (R)	
• West Virginia		0.0015810	0.0000000 (R)	
• Wisconsin		0.0003710	0.0000000 (R)	(C) (M2)

[1] former CenturyTel Territory

(N)

[2] former Embarq Territory

|

[3] former Qwest Territory

(N)

(M1) Material previously appeared on Page 3-24.1.

(M2) Material previously appeared on Page 3-24.2.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES  
 3.6.2 RECURRING (CONT'D)

D. 8XX Toll-Free Access

(M)

1. Customer Identification Charge

	<b>RECURRING RATE PER QUERY</b>	
• Alabama	\$ 0.0042100	
• Arizona	0.0040530	
• Arkansas	0.0025310	
• California – AT&T Territory	0.0047770	(T)
– Verizon Territory	0.0086681	
• Colorado	0.0040530	
• Connecticut	0.0033930	
• Delaware	0.0043560	
• District of Columbia	0.0043560	
• Florida – AT&T Territory	0.0042100	(T)
– CenturyLink Territory	0.0088430	(T)
– Verizon Territory	0.0043560	
• Georgia	0.0042100	
• Illinois – AT&T Territory	0.0011080	(T)
– Frontier Territory	0.0098375	
• Indiana – AT&T Territory	0.0011080	
– Frontier Territory	0.0090888	
• Kansas – AT&T Territory	0.0025310	
– CenturyLink Territory	0.0076870	(T)
• Kentucky	0.0042100	
• Louisiana	0.0042100	
• Maine	0.0037020	
• Maryland	0.0043560	
• Massachusetts	0.0043560	
• Michigan	0.0011080	
• Minnesota – CenturyLink Territory [1]	0.0076870	(T)
– CenturyLink Territory [2]	0.0040530	(T)
• Mississippi	0.0042100	
• Missouri – AT&T Territory	0.0025310	(T)
– CenturyLink Territory	0.0076870	(T)
• New Hampshire	0.0037020	
• New Jersey – CenturyLink Territory	0.0066790	(T)
– Verizon Territory	0.0043560	(T) (M)

[1] former Embarq Territory (N)  
 [2] former Qwest Territory (N)

(M) Material previously appeared on Page 3-26.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING

D. 8XX Toll-Free Access

1. Customer Identification Charge (Cont'd)

	<b>RECURRING RATE</b>	
	<b>PER QUERY</b>	
• New Mexico	\$0.0040530	
• New York	0.0043560	
• Ohio	0.0011080	(M2)
• Oregon – CenturyLink Territory [1]	0.0067230	(T) (M3)
– CenturyLink Territory [2]	0.0082520	
– CenturyLink Territory [3]	0.0040530	
– Frontier Territory	0.0098131	
• Pennsylvania – CenturyLink Territory	0.0066790	(T)
– Verizon Territory	0.0043560	
• South Carolina	0.0042100	
• Tennessee – AT&T Territory	0.0042100	(T)
– CenturyLink Territory	0.0096180	
• Texas – AT&T Territory	0.0025310	(T)
– Verizon Territory	0.0043560	
• Utah	0.0040530	
• Vermont	0.0037020	
• Virginia – CenturyLink Territory	0.0096180	(T)
– Verizon Territory	0.0043560	
• Washington – CenturyLink Territory [2]	0.0082520	(T)
– CenturyLink Territory [3]	0.0040530	
– Frontier Territory	0.0099138	(T)
• West Virginia	0.0038350	
• Wisconsin	0.0011080	(M3)

[1] former CenturyTel Territory (N)  
 [2] former Embarq Territory (N)  
 [3] former Qwest Territory (N)

(M1) Material moved to Page 3-22.1.1. and 3-22.2.  
 (M2) Material previously appeared on Page 3-26.  
 (M3) Material previously appeared on Page 3-26.1.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES  
3.6.2 RECURRING (CONT'D)

(T)

(M)

(M)

(M) Material moved to Page 3-22.2 and Page 3-22.2.1.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(T)

(M)

(M)

(M) Material moved to Page 3-22.2.1 and 3-22.3.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(T)

(M)

(M)

(M) Material moved to Page 3-22.3.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(T)  
(D)

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(T)  
(D)

3. SWITCHED ACCESS

3.6 RATES AND CHARGES

3.6.2 RECURRING (CONT'D)

(M)

(M)

(M) Material moved to Page 3-23.

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3. SWITCHED ACCESS

3.6 RATES AND CHARGES  
3.6.2 RECURRING (CONT'D)

(T)  
(M)

(M)

(M) Material moved to Page 3-23.1.

3. SWITCHED ACCESS

3.6 RATES AND CHARGES (CONT'D)

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.1 SERVICE DESCRIPTION**

Special Access consists of furnishing dedicated communications in connection with one-way and/or two-way information transmission originating from user points along the Network.

**4.2 GENERAL REGULATIONS**

In addition to the General Regulations set forth in Section 2, preceding, the following terms and conditions apply to Special Access Service.

**4.2.1 USE OF CUSTOMER'S SERVICE**

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

**4.2.2 OBLIGATIONS OF THE CUSTOMER**

The Customer shall be responsible for making customer facilities and equipment available periodically for Company-initiated maintenance at a time agreeable to both the Company and the Customer. No allowance is made for the period during which service is interrupted for such purposes except as provided below.

#### 4. SPECIAL ACCESS

##### 4.2 GENERAL REGULATIONS (CONT'D)

##### 4.2.3 CREDITS FOR INTERRUPTION OF SERVICE

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

The Customer shall be credited for interruption of service of more than sixty (60) minutes duration for DS0/DS1 Service, or more than thirty (30) minutes duration for DS3 Service. The amount to be credited shall be calculated at 1/1440 of the applicable monthly fee subject to the interruption, for each thirty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

No credit allowance is made for interruptions caused by:

- Noncompliance with provisions of this Tariff,
- Negligence of the Customer, authorized user or joint user,
- Failure of facilities, power or equipment provided by the Customer (or agent),
- The Company not being afforded access to the premises where the service is terminated,
- Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

**4. SPECIAL ACCESS**

**4.3 SERVICES**

Special Access Service allows a Customer to connect Customer designated premises with dedicated facilities at transmission speeds ranging from 2.4 kbps to 2.4 Gbps on a point-to-point basis. Special Access is dedicated to the Customer and the entire usable bandwidth is available to the Customer for their exclusive use.

(D)

(D)

4. SPECIAL ACCESS

4.3 SERVICES (CONT'D)

(D)

(D)

**4. SPECIAL ACCESS****4.4 RATE REGULATIONS****4.4.1 LOCAL CHANNEL**

One Local Channel nonrecurring charge applies per customer designated premises at which the channel is terminated based on the type of arrangement, Type 1 or Type 2. The Initial Installation Charge is assessed, per Local Channel, for the initial service (i.e., circuit) requested on a service order. If additional services are requested on the same service order, at the same location, the Additional Installation charge is assessed for the additional Local Channels required for each service.

A recurring charge is assessed per Local Channel, per Type 1 or Type 2 Arrangement. [1]

**4.4.2 INTEROFFICE CHANNEL MILEAGE**

Mileage charges, per Type 1 or Type 2 Arrangement, are assessed to connect customer locations served by different central offices. There is a fixed rate and a per mile rate based on the airline distance between the central offices. [1]

**4.4.3 MULTIPLEXING OPTION**

Multiplexing charges are assessed on a per-channelization-system and per-channel basis.

[1] Services provided over Type 2 facilities will be billed at the prevailing rate of the facility provider.

**4. SPECIAL ACCESS****4.4 RATE REGULATIONS (CONT'D)****4.4.4 TERM AGREEMENTS**

For Special Access Service, the Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities may apply to early cancellation of a Term Agreement.

**4.4.5 TERMINATION LIABILITY**

The termination liability for a Type 1 Arrangement purchased under a Term Agreement is equal to 50% of the balance of the total remaining payments in the term.

The termination liability for a Type 2 Arrangement purchased under a Term Agreement is equal to 100% of the balance of the total remaining payments in the term.

The termination liability is in addition to the one (1) month minimum service charge. The termination liability does not apply to changes in service which result in maintaining service with a speed and capacity equal to or greater than the speed and capacity of the service changed.

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

(D)

Special Access Services are not generally available but may be provided subject to the terms, conditions and limitations set forth in 2.13, preceding, for Special Assemblies and Individual Case Basis Arrangements.

(C)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES(CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES(CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(M)

(M) Material previously on this page has been moved to Page 4-9.

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)  
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(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES (CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES(CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES (CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES (CONT'D)**

**Reserved for Future Use**

(T)

(D)

(D)

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**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES**

**Reserved for Future Use**

(D)

(D)

**4. SPECIAL ACCESS**

**4.5 RATES AND CHARGES (CONT'D)**

**Reserved for Future Use**

(M)

(M) Material previously on this page has been moved to Page 4-17.

**5. MISCELLANEOUS SERVICES**

**5.1 PRESUBSCRIPTION**

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IC) to access, without an access code, for interexchange calls. This IC is referred to as the end user’s Primary Interexchange Carrier (PIC). The end user may select as its PIC any IC that orders originating FGD Switched Access Service at the end office that serves the end user. After the end user’s initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as set forth in C., following, applies.
- B. New end users who are served by end offices equipped with FGD, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection:
  - Designate an IC as a PIC and dial 101-XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 101-XXXX for all calls to all ICs.
- C. Subsequent to the installation of Exchange Access Service, and after the end user’s initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 5.8.1, following, applies.

**5.2 SERVICE CHANGE DISPUTE**

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User’s consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

(T)  
(C)  
(C)  
(D)  
(D)

**5. MISCELLANEOUS SERVICES**

**5.3 END USER ACCESS SERVICE**

- A. End User Access Service (also referred to as End User Common Line or EUCL) is a service that the Company provides to Customers directly on a retail basis. It provides for the use of Company common lines by End User Customers who obtain local exchange service from the Company.
- B. Limitations
  - 1. A telephone number is not provided with End User Access.
  - 2. Detail billing is not provided with End User Access.
  - 3. Directory listings are not included with End User Access.
  - 4. Intercept arrangements are not included with End User Access.
- C. Rate Regulations
  - 1. The minimum period for which End User Access Service is provided and for which rates are applicable is the same as that for the associated local exchange service.
  - 2. End User Access Service is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.
  - 3. When changes are made to orders for the local exchange service associated with End User Access Service, any necessary changes will be made for End User Access Service. No charges will apply.
  - 4. EUCL monthly charges -- referred to as Subscriber Line Charges (SLC) or Common Access Line Charges (CALC) -- are billed to the end user of the associated local telephone exchange service.
  - 5. Where applicable, a Presubscribed Interexchange Carrier Charge (PICC) is assessed to the presubscribed carrier when an end user obtains local exchange service from the Company and identifies an interexchange carrier as the presubscribed carrier.

(C)  
|  
(C)

**5. MISCELLANEOUS SERVICES**

**5.3 END USER ACCESS SERVICE**

C. Rate Regulations (Cont'd)

5. EUCL Residence Subscriber rates are based on a Primary and Non-Primary basis. The Primary Residence rate is assessed for the first line provided at the residence. Each additional line at the same residence, regardless of the named subscriber, is assessed the Non-Primary Residence rate. If the primary line disconnects, the non-primary line with the greatest length of service becomes the primary line. A residence is defined as a self-contained housing unit that typically contains cooking and sleeping facilities.
6. When a EUCL Customer is provided only a single local business exchange service, the EUCL Single Line Business Subscriber rate applies for each single business service. When a EUCL Customer subscribes to more than one Company-provided local business exchange service in a state, the EUCL Multiline Business Subscriber rate is assessed for each line. (T)
7. Rates for End User Access Service are set forth in 5.8.3, following. (T)

**5. MISCELLANEOUS SERVICES****5.4 UNIVERSAL CONNECTIVITY CHARGE****A. Description**

The Federal Universal Connectivity Charge (UCC) is assessed to customers who obtain local exchange service from the Company, excluding Lifeline customers, to recover contributions for the Universal Service Support Mechanisms. The factor used in the collection of contributions to the Universal Service Fund is established by the Federal Communications Commission on a quarterly basis. The applicable factor can be found at the following URL:

[http://www.fcc.gov/wcb/universal\\_service/quarter.html](http://www.fcc.gov/wcb/universal_service/quarter.html)

**5.5 BILLING NAME AND ADDRESS SERVICE****A General Description**

1. Billing Name and Address (BNA) Service is the provision (by the Company to an interstate service provider who is a Customer of the Company) of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An interstate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of interstate telecommunications services.
2. BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.
3. BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.
4. BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

**5. MISCELLANEOUS SERVICES****5.5 BILLING NAME AND ADDRESS SERVICE (CONT'D)****B Undertaking of the Company**

1. The Company will establish standard formats for the receipt of BNA requests and the provision of BNA information.
2. Upon written request from an authorized representative of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers can be faxed to the Company. A request for information on over 50 telephone numbers per request must be mailed. The standard response to such requests will be via facsimile or other negotiated mediums. (C)  
(T)
3. Upon receipt of an electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's data file. The standard response to an electronic BNA request will be via electronic feed.
4. Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in D.4. following.
5. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.
6. The Company will not disclose BNA information to parties other than interstate service providers and their authorized billing agents as defined in A.2. preceding. BNA disclosure is limited to those purposes as defined in A.2. preceding.
7. The Company reserves the right to request from an interstate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in A.2. preceding. The Company will not process the order until such time as the interstate service provider supplies the requested data.

**5. MISCELLANEOUS SERVICES****5.5 BILLING NAME AND ADDRESS SERVICE (CONT'D)****C. Obligations of the Customer**

1. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
2. A Customer which intends to submit recorded messages via electronic feed must provide the Company with an acceptable test transmission which includes all call types for which BNA information may be requested.
3. The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in A.2. preceding.
4. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
5. Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
6. The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
7. The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

**5. MISCELLANEOUS SERVICES**

**5.5 BILLING NAME AND ADDRESS SERVICE (CONT'D)**

D. Rate Regulations

1. A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
2. A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.
3. A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via electronic feed. The charge applies for each telephone number for which BNA information is requested.
4. Non-standard Customer requests for BNA information are subject to Non-Standard-BNA Request Charges as well as Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming Charges will also apply, if required to meet the Customer's request.
5. The Company will bill the Customer in accordance with 2., 3. and 4. preceding regardless of whether or not the Company was able to provide BNA information for all requests.
6. Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in this tariff will apply.
7. The rates for BNA Service are set forth in Section 5.8.4, following.

**5.6 ADDITIONAL CHARGES**

Testing, Engineering, Maintenance, and Installation or Repair outside of normally scheduled working hours is provided on a time and materials basis.

**5.7 PICC**

PICC is a flat rated monthly recurring rate charged for each multi-line business end user line.

The rates for PICC are set forth in Section 5.8.5, following.

(N)  
|  
(N)

5. MISCELLANEOUS SERVICES

5.8 RATES AND CHARGES

5.8.1 PRESUBSCRIPTION [1]

(T)

NONRECURRING  
CHARGE

A. Per Telephone Exchange Service  
Line or Trunk

- Illinois \$ 5.00
- Indiana 5.00
- Michigan 5.00
- Ohio 5.00
- Wisconsin 5.00

(D)

(D)

[1] For service offered to customers of Comcast Phone, LLC dba CIMCO a Division of Comcast Business Services.

(N)

(N)

**5. MISCELLANEOUS SERVICES**

**5.8 RATES AND CHARGES (Cont'd)**

**5.8.2 RESERVED**

(T)

(D)

(D)

**5. MISCELLANEOUS SERVICES**

**5.8 RATES AND CHARGES (Cont'd)**

**5.8.3 END USER COMMON LINE**

<b>MONTHLY RATE</b>	
<b>PRIMARY</b>	<b>NON-PRIMARY</b>

A. Residence

(Reserved for future use.)

(T)  
(D)

(D)

5. MISCELLANEOUS SERVICES

5.8 RATES AND CHARGES (Cont'd)

(T)

5.8.3 END USER COMMON LINE

(T)

	MONTHLY RATE		
	SINGLE	MULTI-LINE	
B. Business			
• Illinois[1]			(N)
Multi-line (POTS)	\$ 4.90	\$ 4.90	
Centrex, per line	4.90	4.90	
ISDN BRI	4.88	4.88	
ISDN PRI	24.40	24.40	
netSelect Integrated			
T1, per channel	4.88	4.88	
PRI	24.40	24.40	
• Indiana[1]			
Multi-line (POTS)	5.53	5.53	
Centrex, per line	5.53	5.53	
ISDN BRI	11.00	11.00	
ISDN PRI	27.85	27.85	
• Michigan[1]			
Multi-line (POTS)	5.35	5.35	
Centrex, per line	5.35	5.35	
ISDN BRI	11.00	11.00	
ISDN PRI	26.75	26.75	
• Ohio[1]			
Multi-line (POTS)	5.39	5.39	
Centrex, per line	5.39	5.39	
ISDN BRI	11.00	11.00	
ISDN PRI	26.95	26.95	
• Wisconsin[1]			
Multi-line (POTS)	5.07	5.07	
Centrex, per line	5.07	5.07	
ISDN BRI	11.00	11.00	
ISDN PRI	25.35	25.35	(N)
• All Other States	6.50	6.50	(T)

[1] For service offered to customers of Comcast Phone, LLC dba CIMCO a Division of Comcast Business Services.

(N)  
(N)

**5. MISCELLANEOUS SERVICES**

**5.8 RATES AND CHARGES (Cont'd)** (T)

**5.8.4 BILLING NAME AND ADDRESS SERVICE** (T)

	<b>CHARGE</b>
1. Service Establishment Charge	
• Per account established	\$500.00
2. BNA Request Charges	
• Manual, per BNA record requested	1.38
• Mechanized, per BNA record requested	.48
• Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	.88
3. Additional Programming Charges	
• Per each half hour or fraction thereof	40.00

**5.8.5 PICC** (N)

	<b>MONTHLY CHARGE</b>
A. Business[1]	
• Illinois, Indiana, Michigan, Ohio, Wisconsin	
•	
Multi-line Business, per line or trunk	\$ 4.25
Centrex, per line or trunk	.48
ISDN BRI, per line or trunk	2.52
ISDN PRI, per service	10.58
netSelect Integrated	
T1, per channel	4.25
PRI	10.58

[1] For service offered to customers of Comcast Phone, LLC dba CIMCO, a Division of Comcast Business Services. (N)  
 (N)