

ACCESS SERVICE

Rates, Terms and Conditions
applying to the provision of interstate access service by the
Competitive Local Exchange Carrier (CLEC) Operations of

PRIMELINK, INC.

All material contained herein is new.

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

ACCESS SERVICE**CHECK SHEET**

The title page and pages 1 through 12-9 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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ACCESS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

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

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS

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

The following tariffs are referenced in this tariff and may be obtained from the Federal Communications Commission's:

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

National Exchange Carrier Association, Inc.
Access Service
Tariff F.C.C. No. 5

Verizon Telephone Companies
Access Service
Tariff F.C.C. No. 11

REFERENCE TO TECHNICAL PUBLICATIONS

Multiple Exchange Carrier Access Billing (MECAB) Guidelines
Issued: February 1998

Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines
Issued: March 2000

Access Service Order Guidelines (ASOG), ATIS Ordering and Billing Forum (OBF) ASR 001

ACCESS SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate Switched Access service, interstate Special Access Service and miscellaneous services related to the provision of facilities-based Switched Access Service or Special Access Service by the Competitive Local Exchange Carrier (CLEC) operations of PRIMELINK, INC. (hereinafter "the Company").

Issued: August 5, 2015

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PO Box 782, 1118 Main Street
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ACCESS SERVICE**1. DEFINITIONS**

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

Access Code: A uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Services which provide connections for or are related to the origination or termination of communications that are generally, but not limited to, interexchange services.

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment for all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packets switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

ACCESS SERVICE**1. DEFINITIONS (Cont'd)**

Company: As used in this Tariff, Company shall refer to the facilities-based offerings of the Competitive Local Exchange Carrier (CLEC) operations of PRIMELINK, INC., which is the issuer of this tariff.

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten-digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

8YY Toll Free Database Service: The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

End-user: Any individual, association, corporation, governmental agency or any other entity (collectively "Entity") which subscribes to service provided by an Exchange Carrier for the Entity's internal use or consumption (i.e. does not resell the service to others).

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access service Request from the Customer and commitment by the Company of a Service Date.

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

ACCESS SERVICE**1. DEFINITIONS (Cont'd)**

Internet Protocol (IP): A data communication protocol used in communicating data from one computer or IP-capable device to another computer or IP-capable device using the Internet or other networks.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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

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

Network Services: The Company's telecommunications Access Services offered on the Company's network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including, but not limited to charges for construction, installation, or specific fees, for which the Customer becomes liable at the time the Service Order is executed.

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

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

ACCESS SERVICE**1. DEFINITIONS** (Cont'd)

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date: For Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Services offered by the Company.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

ACCESS SERVICE**1. DEFINITIONS (Cont'd)**

Signaling Point of Interface: The customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users on an individual contract basis.

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

Time Division Multiplexing (TDM): A method of transmitting and receiving voice signals over the public switched telephone network (PSTN).

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

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

VoIP: The technology used to transmit voice communications by aid of wire, cable, radio, or other like connection over a data network using Internet Protocol format. VoIP Services are those services that require the use of IP-compatible customer premises equipment.

ACCESS SERVICE**2. REGULATIONS**2.1 Undertaking of the Company2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the United States under the terms of this tariff. Access Services provided under this tariff include Switched Access Services described in Section 4 following and Special Access Services described in Section 9 following.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.
- (C) The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communication Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- (A) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, in not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service Ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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

- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the sets or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.

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

- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.(E) as a condition precedent to such installations.
- (F) The Company shall not be liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
- (G) The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user or another carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.
- (H) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

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

- (I) The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- (J) The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- (K) The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another party, for any personal injury, to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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

- (L) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, insure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- (M) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customers with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- (D) Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- (E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.

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

(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

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

2.1.7 Non-Routine Installation

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

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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

2.1.9 Ownership of Facilities

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

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer**2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- (C) providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 Customer Responsibilities (Cont'd)**

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.(C) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining under Section 2.3.1.(D) above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

With respect to any service or facility provided by the Company; Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Interstate Usage (PIU) must be provided in whole percentages (e.g., 45%) to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

(A) Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

- (1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1 following, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

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

- (2) If Feature Group D with 950 Access (Feature Group B) as defined in Section 4.2 following is offered by the Company, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
- (3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
- (4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

(B) Terminating Access

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3.(D) below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- (C) Except where the Company measured access minutes are used as set forth in 2.3.3.(A) above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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

(D) Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request. If no Access Service Request was received the factor will default to 50/50.

(E) Jurisdictional Report Verification

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request. A dispute can be filed by either the Company or Customer.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.4 Identification and Rating of VoIP-PSTN Traffic****(A) Scope**

Toll VoIP-PSTN Traffic is defined as traffic exchanged between a Company end-user and the Customer in time division multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates, in absence of an agreement existing between the parties, as ordered by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as Toll VoIP-PSTN Traffic) from the Customer’s traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(B) Rating of Toll VoIP-PSTN Traffic

The Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company’s applicable tariffed interstate switched access rates as depicted in this tariff.

ACCESS SERVICE**2. REGULATIONS** (Cont'd)2.4 Customer Equipment and Channels2.4.1 In General

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

2.4.2 Interconnection of Facilities

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

(B) Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

(A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service (Cont'd)**

- (B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.2 Billing and Collection of Charges

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

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

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

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

(D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.

(F) **Billing Disputes**

All bills are presumed to be accurate, and shall be binding on the Customer unless notice of the disputed charges has been received by the Company within 90 days of the Bill Date of the invoice presented. For the purposes of this section "notice" is defined as a written notice to the Company, containing sufficient documentation to investigate the dispute, including, but not limited to, the billing account number, invoice number, bill date, rate element or other detail specific to the items being disputed.

Disputes received more than 90 days after the Bill Date will be denied and will not be investigated.

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

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

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

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

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

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

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

(4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

- (a) the application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.
- (b) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

2.5.3 Deposits

(A) Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
- (2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.3 Deposits (Cont'd)**

- (B) A deposit may be required in addition to an advance payment.
- (C) The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- (D) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

2.5.4 Refusal and Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

- (E) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) Upon the Company's discontinuance of service to the Customer under Section 2.5.4.(A) or 2.5.4.(B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- (G) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

- (H) The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
- (1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.4.(H)(1) (a-f) if:
- (a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service or its planned use of service(s); or
- (b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
- (c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.(A) above; or
- (d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.4 Refusal and Discontinuance of Service (Cont'd)

2.5.4.(H)(1) (Cont'd)

- (f) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (i) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (ii) using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or
 - (iii) any other fraudulent means or devices; or
 - (2) immediately upon written notice to the Customer of any sum thirty (30) days past due;
 - (3) immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.(A) above; or
 - (4) seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven-(7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- (I) In the event the Company provides notice to Customer under Section 2.5.4 above of refusal and discontinuance of service, the Company shall also have the right to notify the Company's end user customers who are presubscribed to Customer's service that Customer's service will be discontinued if payment or other obligations are not met. Such notification shall be for the purpose of allowing affected end user customers to make alternative arrangements for presubscribed interexchange service in the event Customer's service is discontinued by the Company.

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.4 Refusal and Discontinuance of Service (Cont'd)

- (J) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred

2.5.5 Cancellation of Application for Service

- (A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.5.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.5.6 Late Payment Charge

- (A) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
- (B) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- (C) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.6(A). Restoration of Service will be subject to all applicable installation charges.

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.7 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge at the highest rate allowable by law. Such charge will be applicable on each occasion when a check is returned or not processed.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.6 Allowances for Interruptions in Service (Cont'd)2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provision of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruptions of service 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) interruption of service due to circumstances or causes beyond the control of the Company;
- (H) use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

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

2.8 Transfers and Assignments

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

ACCESS SERVICE**2. REGULATIONS (Cont'd)****2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE**3.1 General

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

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges will apply when an engineering review is required.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.1 General (Cont'd)3.1.2 Provision of Other Services (Cont'd)

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 additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

3.1.3 Constructive Ordering of Switched Access Services(A) Terminating Switched Access

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

(B) Originating Switched Access.

Notwithstanding Section 3.1.1 above, in the event the Company originates Switched Access minutes for an interexchange carrier that has not submitted an ASR to the Company, including but not limited to 8XX toll free calls and 8XX originated dial-around calls, and the interexchange carrier accepts the traffic, the interexchange carrier will be held to have constructively ordered Switched Access Service from the Company for the originating access minutes. The originating access minutes shall be subject to charges for Switched Access described in Section 4 of this tariff and the other applicable terms and conditions of this tariff.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order3.2.1 Access Service Requests

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

When a Customer requests new or additional Switched Access Service or Special Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

In the event constructive ordering of Switched Access Service under Section 3.1.3, an ASR is not required.

3.2.2 Access Service Date Intervals

The Company will provide a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval subject to the following conditions.

(A) Customer Requested Interval

If none of the conditions described in Section 3.2.2.(B) below apply, the Service Date interval shall be based on provision of access service by the Customer's requested Service Date.

(B) Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when one of the following conditions exists. In such cases, the Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested.

- (1) There is no existing facility connecting the Customer premises with the Company; or
- (2) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.2 Access Service Date Intervals (Cont'd)B. Negotiated Interval (Cont'd)

- (3) The Customer requests a service that requires provision of facilities by a connecting local exchange carrier in addition to facilities provided by the Company and the connecting local exchange carrier is unable to place connecting facilities in service by Customer's requested Service Date.
- (4) The Company determines that Access Service cannot be installed within the time frame requested by the Customer.
- (5) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.2.3 Access Order Charge

The Access Order Charge, as set forth in Section 12.4.1 following is applied to all Customer requests for new Special Access and Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for additions, changes or rearrangements to existing Special Access and Switched Access Service with the following exceptions:

The Access Order Charge does not apply:

- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When a Presubscription Charge is applicable;
- When a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;
- When a service with an Individual Case Basis (ICB) rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB; or
- When a Billing Name and Address Order charge is applicable.

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 Sections 3.1 and 3.2 above is in addition to other applicable charges as set forth in this and other sections of this tariff.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.4 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, or if the customer or the customer's end user is unable to accept Access Service within 30 calendar days of the original service date, the order will be cancelled by the Company on the 31st day.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.4 Access Service Request Modifications (Cont'd)(B) Design Change Charge

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 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 changes 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. Design changes do not include a change of Customer-designated premises, first point of switching, or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, 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 the appropriate section of Section 12 following. If a change of service date is required, the Service Date Change Charge as set forth in the appropriate section of Section 12 following will also apply. The Access Order Charge as specified in the appropriate section of Section 12 following does not apply.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.4 Access Service Request Modifications (Cont'd)(C) Special Handling Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case a Special Handling Charge will apply. The Special Handling Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Special Handling Charge request. However, if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, a Special Handling Charge will apply.

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

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, the Special Handling Charge will apply.

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

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Special Handling Charge will still apply.

A Special Handling Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Special Handling Charge will apply on a per order, per occurrence basis, as specified in Section 12.4.4.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.5 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an ASR for installation of new service or rearrangement of existing service, in which case applicable service charges may apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as - herein, Cancellation Charges will apply as specified in Section 12.4.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

ACCESS SERVICE**3. ORDERING OPTIONS FOR ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.6 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

(A) The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e. DS-1 or DS-3);

(B) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE**4.1 General

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

4.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

4.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.1 Feature Group D (FGD) Access (Cont'd)

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, at the option of the Company, Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature may be made available. Under Feature Group D with 950 Access, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionally. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

4.2.3 Rate Categories

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

- Local Transport (described in Section 4.2.3(A) following)
- End Office (described in Section 4.2.3(B) following)
- Chargeable Optional Features (described in Section 4.2.3(C) following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport

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

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

The Customer must specify when ordering (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.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices.

When more than one Telephone Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.

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

(1) Entrance Facility

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

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

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 12.1.1 following will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(1) Entrance Facility (Cont'd)

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company.

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.

(2) Direct Trunked Transport

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.

Direct Trunked Transport is available to all tandems and to all end offices of the Company.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(2) Direct Trunked Transport (Cont'd)

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

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not 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. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 12.1.1.(D) following 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, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

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 specified in Section 12.1.1.(E) following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(3) Switched Interoffice Channel

Switched Interoffice Channel provides a transmission facility and Facility Termination. The Facility Termination applies for each Switched Interoffice Channel terminated.

Depending upon the customer's order for Switched Access services, the Switched Interoffice Channel can be used for Direct Trunked Transport or Shared Transport.

For Direct Trunked Transport, the Switched Interoffice Channel can be provisioned between the following customer designated points: (1) the customer's serving wire center (SWC) and the Company end office switch(es), (2) the SWC and a Company facility Hub (Hub) and, (3) the SWC and an Access Tandem, (4) a Hub and an Access Tandem, (5) a Hub to an end office and, (6) a Hub to a Hub.

For Shared Transport, the Switched Interoffice Channel is provisioned between the customer designated Telephone Company end office switch(es) and the Access Tandem. This includes transport between the Access Tandem and the end office, between an end office which serves as a host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

The mileage to be used to determine the monthly rate for Direct Trunked Transport and Shared Transport is calculated based on airline distance using the method set forth in the NECA Tariff F.C.C. No. 4 for Wire Center Information (V&H coordinates).

(a) Switched Direct Interoffice Channel

Switched Direct Interoffice Channel (SW DIOC) rate category consists of two rate elements (1) a Switched Direct Transport Interoffice Channel Facility, and (2) a Switched Direct Transport Interoffice Channel Facility Termination.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(3) Switched Interoffice Channel(a) Switched Direct Interoffice Channel (Cont'd)

The SW DIOC Facility is ordered by the customer based on capacity (e.g. Voice Grade, DS0, DS1 or DS3) and permits the transmission of calls or data in the originating direction and/or in the terminating direction depending upon the customer's facility configuration.

The Facility Termination component of the SW DIOC provides equipment necessary for the termination of the Switched Direct Interoffice Channel facility. A Facility Termination charge will apply for each service termination of greater than zero miles, i.e., Voice Grade, DS0, DS1 or DS3.

The SW DIOC transmission charge is a monthly, per mile charge based on the capacity of the service, e.g. Voice Grade, DS0, DS1 and/or DS3. The Facility Termination charge is assessed as a monthly rate.

(b) Switched Shared Interoffice Channel

The Switched Shared Interoffice Channel (SW SIOC) is composed of Switched Shared Transport facilities as determined by the Company and permits the transmission of calls or data in the originating direction and/or terminating direction depending upon the customer's order.

The Facility Termination component of the SW SIOC provides for equipment necessary for the termination of the Switched Shared Interoffice Channel facility.

The SW SIOC transmission charge is a per minute of use, per mile charge. Facility termination charges are assessed on a per minute of use for greater than zero miles.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(A) Local Transport (Cont'd)(4) Tandem Switched Transport(a) Access Tandem Switching

Access Tandem Switching provides for the function of switching traffic through the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all originating and terminating minutes of use switched at the Access Tandem.

(b) Dedicated Tandem Trunk Port

The Dedicated Tandem Trunk Port provides for termination of transport facilities at the Company tandem switch. This service is required for all Dedicated Transport ordered to the access tandem for switching at the tandem. It is available on a Voice Grade and DS1 trunk port basis.

(5) Multiplexing

DS3 to DS1 Multiplexing charges specified in Section 12.1.1.(F) following 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 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 24 Voice Grade channels.

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(B) End Office

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

(1) Local Switching

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

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)(C) Chargeable Optional Features

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

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

(a) 8YY Toll Free Database Access Service

8YY Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+8YY+NXX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Basic or Vertical Feature Query charge, as set forth in Section 12.1.4 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 8YY Toll Free series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 8YY Toll Free series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 8YY Toll Free series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.4 Descriptions and Application of Rates(A) Reference of Switched Access Rates to Verizon Tariff F.C.C. No. 11

Certain rates in Section 12 of this Tariff for Switched Access Services are referenced to the applicable current rates in Verizon Telephone Companies Tariff F.C.C. No. 11 (Verizon Tariff F.C.C. No. 11) for those exchanges within the operating territory of Verizon New York, Inc. For purposes of references to the rates of Verizon Tariff F.C.C. No. 11, "current rate" shall mean the Verizon tariffed rate in effect at the time the service is provided by the Company.

The Company's switched access rates, as based on the rates charged by the incumbent local exchange carrier, Verizon, comport with Section 61.26(e) of the Federal Communications Commission's (FCC's) rules respecting interstate switched access charges for competitive local exchange carriers.

References to Verizon Tariff F.C.C. No. 11 are to the applicable specific section in Verizon Tariff F.C.C. No. 11 at the time of filing of the respective original or most recent revised page in this tariff. In the event the referenced section numbers in Verizon Tariff F.C.C. No. 11 are changed, and a revised reference has not been filed herein, the rate provided for under the revised Verizon Tariff F.C.C. No. 11 shall apply notwithstanding the change in section number.

(B) 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.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 12 following.

ACCESS SERVICE

4. SWITCHED ACCESS SERVICE (Cont'd)

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

4.2.4 Descriptions and Application of Rate (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(1) Installation of Service

A nonrecurring installation charge, as set forth in Section 12 following, will be applied at the service wire center for each Entrance Facility installed.

(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 nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 12.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE** (Cont'd)4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.5 Acceptance Testing

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

4.2.6 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Sections 3.1 and 3.2 above.

4.3 Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

4.3.1 Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6 above.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.3 Obligations of the Company (Cont'd)4.3.1 Network Management (Cont'd)

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

4.4 Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

4.4.1 Nonchargeable Optional Features(A) Signaling System Seven (SS7)

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

(B) Supervisory Signaling

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features(A) Common Switching Optional Features

- (1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.
- (2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features (Cont'd)(A) Common Switching Optional Features (Cont'd)

- (3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- (4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- (5) Feature Group D with 950 Access (Feature Group B): This option, if made available by the Company, provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features (Cont'd)(A) Common Switching Optional Features (Cont'd)

- (7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- (8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

ACCESS SERVICE**5. END USER ACCESS SERVICE, FEDERAL UNIVERSAL SERVICE CHARGE**5.1 End User Common Line

The Company will provide End User Access Service (End User Access) to end users who obtain local exchange service from the Company under its general and/or local exchange tariffs. End User Access provides for the use of an End User Common Line (EUCL).

5.1.1 Limitations

Telephone number detail billing, directory listings and intercept arrangements are not included with End User Access.

5.1.2 Undertaking of the Company

The Company will provide End User Access at rates and charges as set forth in Section 12.2 of this Tariff as follows:

- Use of an EUCL for interstate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service.
- The Company will be responsible for contacts and arrangements with customers for the billing of End User Access charges.

5.1.3 Payment Arrangements and Credit Allowances(A) Minimum Period

The minimum period for which EUCL End User Access is provided to an end user and for which charges are applicable is the same as that in the general and/or local exchange tariffs for the associated local exchange service.

(B) Cancellation of Orders

End User Access is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

(C) Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

ACCESS SERVICE**5. END USER ACCESS SERVICE, FEDERAL UNIVERSAL SERVICE CHARGE (Cont'd)**5.1 End User Common Line (Cont'd)5.1.3 Payment Arrangements and Credit Allowances (Cont'd)(D) Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Access credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in Section 2.6.1 above.

(E) Temporary Suspension of Service

When an end user temporarily suspends its local exchange service which is associated with EUCL, one-half of the EUCL per month charge will be temporarily suspended for the time period the local exchange service is suspended.

5.1.4 Rate Regulations

When the end user's local service is provided by the Company, the end user will be charged the End User Common Line (EUCL) charge.

(A) Residence Service

Residence EUCL rates, as set forth in Section 12.2 following, apply to common lines that are subject to residential rates under the Company's General or Local tariff.

End user residence EUCL rates are applied as primary or nonprimary.

The primary residence rate is assessed to the residential subscriber line which is any or all of the following:

- (1) the only line provided at that service address; or,
- (2) the first line installed at that location. Any additional residence exchange lines at the same service location, regardless of the named subscriber, will be assessed the nonprimary rate; or
- (3) the line designated as the primary line by the billed party or parties when multiple exchange lines are ordered at the same time for the same service location.

In most cases only one line at a service location can be classified primary, all others are considered to be nonprimary.

ACCESS SERVICE**5. END USER ACCESS SERVICE, FEDERAL UNIVERSAL SERVICE CHARGE (Cont'd)**5.1 End User Common Line (Cont'd)5.1.4 Rate Regulations (Cont'd)(B) Business Service

Business Single Line EUCL rates, as set forth in Section 12.2 following, apply to common lines that are not subject to residential rates under the Company's General of Local tariff when only one such line is obtained by the same customer from the Company.

Business Multiline EUCL rates, as set forth in Section 12.2 following, apply to common lines, that are not subject to residential rates under Company General or Local tariffs when more than one such line is obtained by the same customer from the Company and to all pay telephone common lines. Central Office located Centrex-type services are rated as set forth in Section 12.2 following for Business Multiline.

(C) Remote Call Forwarding

For service provided as Remote Call Forwarding, residential or business, under the Company's General or Local exchange service tariff, EUCL charges do not apply.

(D) Pay Telephone Common Lines

Pay Telephone common lines and related facilities are rated as Business Multiline with respect to the EUCL charge as set forth in Section 12.2 following.

ACCESS SERVICE**5. END USER ACCESS SERVICE, FEDERAL UNIVERSAL SERVICE CHARGE (Cont'd)**5.2 Federal Universal Service Charge5.2.1 General

The Federal Universal Service Charge (FUSC) recovers the Company's contribution to various federal universal service funds. The Company will apply the FUSC through flat-rated, monthly line charges assessed to end users that are billed End User Common Line charges and through a surcharge on monthly billed charges to end users that order interstate special access services.

5.2.2 Rate Application

Rates for the FUSC are set forth in Section 12.3, following.

The monthly Basic rate applies per each local exchange service line or trunk classified as business or residential service as described in the Company's general or local tariff.

The FUSC Special Access Services Revenue Surcharge will be determined by multiplying the surcharge factor shown in Section 12.3 following by the end user's monthly interstate special access services charges at the billing account level.

For purposes of reference to the rate as established by the Federal Communications Commission, "current rate" shall mean the rate in effect at the time the service is provided by the Company.

ACCESS SERVICE

6. RESERVED FOR FUTURE USE

ACCESS SERVICE**7. SPECIAL CONSTRUCTION**7.1 Special Construction7.1.1 Basis for Rates and Charges

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

7.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (A) The termination liability period is the initial service term with respect to said specially constructed facilities.
- (B) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 7.1.1 above:
- (C) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.2.(B) above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

7.2 Individual Case Basis Arrangement

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

ACCESS SERVICE**8. MISCELLANEOUS SERVICES**

The following Miscellaneous Services are addressed in this section:

- Additional Engineering
- Additional Labor
- Testing Services
- Maintenance of Service
- Telecommunications Service Priority
- Presubscription
- Billing Name and Address
- Local Number Portability Query
- International Call Blocking
- Service Access Code 900 Blocking

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.

Rates for miscellaneous services provided for this Section 8 are set forth in Section 12.5 and are referenced to the applicable current rate in Verizon Tariff F.C.C. No. 11. For purposes of references to the rates of Verizon Tariff F.C.C. No. 11, "current rate" shall mean the rate in effect in the respective tariff at the time the service is provided by the Company.

8.1 Additional Engineering

Additional Engineering, including engineering reviews as set forth in Sections 3.1.2 and 3.2.2 above, will be undertaken only after the Company has notified the customer that additional engineering charges apply as set forth in Section 12.5.1 following, 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) as set forth in Section 3.1.2.
- (B) Additional Engineering time is incurred by the Company to engineer a customer's request for a customized service.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.2 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 8.2.1 through 8.2.5 following. The Company will notify the customer that additional labor charges as set forth in Section 12.5.2 following will apply before any Additional Labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

8.2.1 Overtime Installation

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

8.2.2 Overtime Repair

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

8.2.3 Standby

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

8.2.4 Testing and Maintenance with Other Telephone 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.

8.2.5 Other Labor

Other labor is that additional labor not included in Sections 8.2.1 through 8.2.4 above and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.3 Testing Services**

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in Section 12.5.3 following. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours. Other testing services, as described in Section 4.2.5 above, are provided by the Company in association with Access Services and are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations; however, provisions are made in Section 8.3.1 following for a customer to request Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in Sections 8.3.1 and 8.3.2 following.

8.3.1 Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, (i.e., Acceptance Tests), (b) tests which are performed after customer acceptance of such access services and which are without charge (i.e., routine testing) and (c) additional tests which are performed during or after customer acceptance of such access services and for which additional charges apply, (i.e., Additional Cooperative Acceptance Tests and in-service tests).

Routine tests are those tests performed by the Company on a regular basis, as set forth in Section 4.2.5 above which are required to maintain Switched Access Service. Additional in-service tests may be done on an automatic basis (no Company or customer technicians involved), on a manual basis (Company technician(s) involved at Company office(s) and Company or customer technician(s) involved at the customer designated premises).

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)**8.3 Testing Services (Cont'd)8.3.1 Switched Access Service (Cont'd)(A) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing of Switched Access Service involves the Company provision of a technician at its office(s) and the customer provision of a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Intermodulation (Nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

(B) Additional Automatic Testing

Additional Automatic Testing (AAT) of Switched Access Services is a service where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. The customer may order, at additional charges, gain-slope and C-notched noise testing and may order the routine tests (1004 Hz loss, C-Message Noise and Balance) on an as-needed or more than routine schedule.

The Company will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as- occurs basis.

The Additional Tests, (i.e., gain slope, C- notched noise, 1004 Hz loss, C-message noise and balance) may be ordered by the customer at additional charges, 60 days prior to the start of the customer prescribed schedule. The rates for Additional Automatic Tests are as set forth in Section 12.5.3 following.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)**8.3 Testing Services (Cont'd)8.3.1 Switched Access Service (Cont'd)(C) Additional Manual Testing

Additional Manual Testing (AMT) of Switched Access is a service where the Company provides a technician at its office(s) and the Company or customer provides a technician at the customer designated premises, with suitable test equipment to perform the required tests. Such additional tests will normally consist of gain-slope and C-notched noise testing. However, the Company will conduct any additional tests which the IC may request.

The Company will provide an AMT report listing the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on a per occurrence basis.

The Additional Manual Tests may be ordered by the customer at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the customer and the Company.

The rates for Additional Manual Testing are as set forth in Section 12.5.3 following.

(D) Obligations of the Customer

- (1) The customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support routine testing as set forth in Section 4.2 above.
- (2) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)**8.3 Testing Services (Cont'd)8.3.2 Special Access Service

The Company will provide assistance in performing specific tests requested by the customer.

(A) Additional Cooperative Acceptance Testing

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services. At the customer's request, the Company will provide a technician at the customer's premises or at the end user premises. These tests may, for example, consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

(B) Additional Manual Testing

The Company will provide a technician at its premises, and the Company or customer will provide a technician at the customer's designated premises with suitable test equipment to perform the requested tests.

(C) Obligation of the Customer

When the customer subscribes to Testing Service as set forth in this section, the customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)**8.4 Maintenance of Service

- 8.4.1 When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge as set forth in Section 12.5.4 following for the period of time from when Telephone Company personnel are dispatched, at the request of the customer, to the customer designated premises to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 8.4.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.
- 8.4.3 In either Section 8.4.1 or 8.4.2 above, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.5 Telecommunications Service Priority – TSP**

- 8.5.1 Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1).

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Company can discreetly identify for priority provisioning and/or restoration.

- 8.5.2 A Telecommunications Service Priority charge applies as set forth in Section 12.5.5 when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

In addition, Additional Labor rates as set forth in Section 12.5.2 may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the customer requests an audit or a reconciliation of the Telephone Company's Telecommunications Service Priority records, Additional Labor rates as set forth in Section 12.5.2 are applicable.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.6 Presubscription**

8.6.1 Presubscription is the process by which end user customers may select and designate to the Company an IC to access, without an access code, for intraLATA, intrastate calls. This IC is referred to as the end user's presubscribed IC.

8.6.2 New end users who are served by end offices equipped with Feature Group D will be asked to presubscribe to an IC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.

- designate a primary IC for all of its lines,
- designate a different IC for each of its lines.

Only one IC may be selected for each individual line, or lines terminating in the same hunt group. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of a presubscribed IC, for any change in selection, a nonrecurring charge, as set forth in Section 12.5.6 following, applies.

8.6.3 If the new end user fails to designate an IC as its presubscribed IC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the end user to an IC based upon current IC presubscription ratios, (2) require the end user to dial an access code (101XXXX) for all interstate calls, or (3) block the end user from interstate calling. The end user will be notified which option will be applied if they fail to presubscribe to an IC. An allocated or blocked end user may designate another, or initial, IC as its presubscribed IC one time at no charge, if it is requested within six months after the installation of Telephone Exchange Service. For any change in selection after 6 months from the installation of Telephone Exchange Service, a nonrecurring charge, as set forth in Section 12.5.6 following applies.

8.6.4 If an IC elects to discontinue its Feature Group D service, the IC will notify the Company of the cancellation. The IC will also notify all end users which selected them that they are canceling their service and that they should contact the Company to select a new primary IC. The IC will also inform the end user that it will pay the presubscription change charge.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.6 Presubscription (Cont'd)**

8.6.5 If an IC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reasons other than those set forth in Section 8.6.4 above, the IC will identify to the Company any affected end users and advise the Company of the new CIC to be assigned to these end users. If the CIC change involves a change of carrier for any end users, the IC will notify the affected end users of the change. The Company will change the presubscribed carrier code of each end user identified by the IC to the new CIC and bill the IC the nonrecurring charge set forth in Section 12.5.6 following for each end user line or trunk that is changed.

8.7 Billing Name and Address - BNA

Billing Name and Address (BNA) provides the billing name and address of an end-user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operative service providers, enhanced service providers and any other provider of intrastate telecommunication services) for telecommunications services rendered by the Customer to its end-user. The receipt of this information will allow the Customer to provide its own billing to end-users who may have not have established a formal relationship with the Customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telecommunications 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.

8.7.1 Undertaking of the Company

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

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)**8.7 Billing Name and Address - BNA (Cont'd)8.7.2 Obligations of the Customer

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

(A) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.

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

8.7.3 Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested pursuant to Section 12.5.7 following. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.8 LNP Query**

LNP Query Service uses Advanced Intelligent Network (AIN) technology and the Common Channel Signaling (CCS) network to query an LNP database to obtain network routing instructions before completion of a call. The LNP database contains all of the telephone numbers (TNs) within an NXX and the location routing number (LRN) of the switch serving each of those TNs when at least one of the TNs within the NXX has been transferred from one local exchange telecommunications service Provider to another. The LRN associates a unique NPA-NXX-XXXX routing number with each central office switch that has subscribers who have transferred their TNs.

Where more than one carrier is involved in completing the call, the carrier prior to the terminating carrier (i.e., the N-1 carrier) is responsible for querying an LNP database to obtain the LRN used in routing the call for a number portable NXX code. When the N-1 carrier forwards a non-queried call to a Telephone Company end office or tandem switch and the NXX code has one or more transferred TNs, the Telephone Company's end office or tandem switch will suspend call processing and formulate and launch a query to an LNP database to secure the LRN of the transferred TN. When the LRN has been returned from an LNP database to the Telephone Company end office or tandem switch originating the query, call processing is resumed and the call is either processed in the Telephone Company's network or routed to the correct telecommunications service provider's network for completion to the called party. The Telephone Company will perform the query on behalf of the N-1 carrier (i.e., the LNP query service customer) that forwarded the call. The Telephone Company will bill the N-1 wireline or wireless telecommunications carrier a charge per query as specified in Section 12, following, regardless of whether the call is completed.

The rate set forth in Section 12.5.8 of this tariff, is assessed for each query launched to the LNP database.

ACCESS SERVICE**8. MISCELLANEOUS SERVICES (Cont'd)****8.9 International Call Blocking**

The Telephone Company, upon request, will provide end office blocking of only end user direct dialed 001+ and 101XXXX+011+ calls from an end user's location. This optional service is offered on a per line basis where facilities permit and is available for use with local exchange service offered in the Telephone Company's general or local exchange tariff. The nonrecurring charge for International Blocking is stated in Section 12.5.9.

8.10 Service Access Code 900 Blocking

Service Access Code 90 Blocking provides for the blocking of all calls originated to the 900 service access code. The service is provided upon request where facilities permit and is provided free of charge to customers for the first blocking request. For 900 blocking requests after the first request a nonrecurring charge is applicable per telephone number blocked. Customer requests to remove 900 blocking, i.e., to unblock the service must be in writing. There is no charge for unblocking. The nonrecurring charge for Service Access Code 900 Blocking is stated in Section 12.5.10

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.1 General

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

The connections provided by Special Access Service are digital. Digital connections are differentiated by bit rate.

9.1.1 Channel Types

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

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

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

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use. For example, if a customer's equipment is capable of transmitting voice over a channel that is identified as a High Capacity in this tariff, there is no restriction against doing so.

Following is a brief description of each type of channel:

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544, 44.736 or 274.176 Mbps.

Detailed descriptions of each of the channel types are provided in Sections 9.4 through 9.5 following.

The customer also has the option of ordering High Capacity facilities (i.e., 1.544 Mbps, 44.736 Mbps and 274.176 Mbps) to Telephone Company hubs for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in Sections 9.4 and 9.5 following. Additionally, the customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are set forth in 9.2.1 following.

For example, a customer may order a 44.736 Mbps High Capacity channel from a customer designated premises to a Telephone Company hub for multiplexing to twenty eight 1.544 Mbps channels.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.1 General (Cont'd)9.1.2 Service Descriptions

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

Service Designator Codes

High Capacity

HC

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the customer.

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

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

The channel descriptions provided in Sections 9.4 through 9.5 following, specify the characteristics of the basic channel and indicate whether the channel is provided between customer designated premises, between a customer designated premises and a Telephone Company hub where bridging or multiplexing functions are performed, or between hubs.

9.1.2.A Channel interfaces at each Point of Termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service they may also be symmetrical or asymmetrical, but communications can only be provided between compatible channel interfaces. Only certain channel interfaces are compatible. These are set forth in 19.2 following, in a combination format.

9.1.2.B Only certain channel interface combinations are available with the predefined technical specifications packages. These are delineated in the Technical References set forth in (F) following. When a customized channel is requested, all channel interface combinations available with the specified type of service are available with the customized channel.

9.1.2.C The optional features and functions available with each type of Special Access Service are described in this section.

9.1.2.D All services installed after April 1, 1985 will conform to the transmission specifications standards contained in this tariff or in the following Technical References for each category of service:

High Capacity

TR-INS-000342
TR-NPL-000054
PUB 62411

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.1 General (Cont'd)9.1.3 Service Configurations

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

9.1.3.A Two-Point Service

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

Applicable rate elements are:

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

9.1.3.B Multipoint Service

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

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

Multipoint service will be provided when technically possible. If the Company determines that the requested characteristics for a multipoint service are not compatible, the customer will be advised and given the opportunity to change the order.

Applicable Rate Elements are:

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.1 General (Cont'd)9.1.4 Alternate Use

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

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

9.1.5 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed.

9.1.6 Design Layout Report

At the request of the customer, the Company will provide to the customer the make-up of the facilities and services provided under this tariff as Special Access Service to aid the customer in designing its overall service. 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.

9.1.7 Acceptance Testing

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

9.1.7.A

9.1.7.B For digital services (i.e., High Capacity), acceptance tests will include tests applicable to the service as specified by the customer in the order for service.

In addition to the above tests, Additional Cooperative Acceptance Testing for High Capacity service to test other parameters is available at the customer's request. All test results will be made available to the customer upon request.

9.1.8 Ordering Options and Conditions

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE****9.2 Rate Regulations**

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

9.2.1 Rate Categories

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

- Channel Terminations (described in 9.2.1(A) following)
- Channel Mileage (described in 9.2.1(B) following)
- Optional Features and Functions (described in 9.2.1(C) following).

9.2.1.A Channel Termination

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

For a Special Access High Capacity Service Connecting a customer designated premises to a Public Packet Data Network Service or Ethernet, there will be a charge for only one Channel Termination.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.1 Rate Categories (Cont'd)9.2.1.B Channel Mileage

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

9.2.1.B.(1) Channel Mileage Facility

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

9.2.1.B.(2) Channel Mileage Termination

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.1 Rate Categories (Cont'd)9.2.1.C Optional Features and Functions

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

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

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

Descriptions for each of the available Optional Features and Functions are set forth in Sections 9.4 through 9.5 following.

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

9.2.2 Types of Rates and Charges

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

9.2.2.A Monthly Rates

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.2 Types of Rates and Charges (Cont'd)9.2.2.B Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 12.4.1 following.

9.2.2.B.(1) Installation of Service

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

9.2.2.B.(2) Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate nonrecurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge as specified in Section 12.4.1 following will apply per order.

9.2.2.B.(3) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service. Changes to pending orders are set forth in Section 3 preceding.

Changes in the physical location of the point of termination or customer designated premises are moves as set forth in Section 9.2.3 following.

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

Changes in ownership or transfer of responsibility from one customer to another will be treated as a discontinuance of the service and an installation of a new service.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.2 Types of Rates and Charges (Cont'd)9.2.2.B Nonrecurring Charges (Cont'd)9.2.2.B.(3) Service Rearrangements (Cont'd)

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

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

All other service rearrangements will be charged as follows:

- If the change involves the addition of other customer designated premises to an existing service, the nonrecurring charge for the channel termination rate element will apply. The charge(s) will apply only for the location(s) that is being added. The charge(s) will be in addition to an Access Order Charge as set forth in Section 12.4.1 following.
- If the change involves the addition of an optional feature or function (with the exception of the addition of Clear Channel Capability to an existing service), and for all other changes the Access Order Charge as set forth in Section 12.4.1 following will apply.
- When the Clear Channel Capability optional feature is installed on an existing facility, the addition will be treated as a discontinuance and start of service and all associated non-recurring charges will apply.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.3 Moves

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

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

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

9.2.3.A Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge as specified in Section 12.4.1 following.

9.2.3.B Moves To a Different Building

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

9.2.4 Minimum Periods

The minimum service period for all services except DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be made as necessary. The minimum service period for DS3 High Capacity service is twelve months.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.5 Mileage Measurement

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

- the serving wire centers associated with two customer designated premises,
- a serving wire center associated with a customer designated premises and a Telephone Company hub,
- a serving wire center associated with a customer designated premises and a wire center equipped for Frame Relay Access Service or Ethernet,
- two Telephone Company hubs.

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

Mileage charges are shown with each channel type. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, then multiply the resulting number of miles times the Channel Mileage Facility per mile rate, and add the Channel Mileage Termination rate for each termination. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates.

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

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

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

9.2.6 Facility Hubs

A customer has the option of ordering Voice Grade service or High Capacity services (i.e., DS1, DS3 or DS4) to a facility hub for channelizing to individual services requiring lower capacity facilities.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.6 Facility Hubs (Cont'd)

Some of the types of multiplexing available include the following:

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

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

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

Cascading multiplexing occurs when a High Capacity service is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a 44.67 Mbps High Capacity service is de-multiplexed to twenty eight DS1 channels and then one of the DS1 channels is further de-multiplexed to 24 individual Voice Grade channels.

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

Full-time service may be provided between customer designated premises or between a customer designated premises and a hub and billed accordingly at the monthly rates set forth in Section 12 following for a Channel Termination, Channel Mileage and Optional Features and Functions, as applicable.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.7 Mixed Use Digital High Capacity Services

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

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

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

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.) Switched Access Service rates and charges, as set forth in Section 12.1 following, will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of Voice Grade channels that can be derived.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans

There are two High Capacity Optional Rate plans: a Term Discount plan and a Capacity Discount plan.

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

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

Discounts for the Capacity Discount plan are only applied to Special Access DS3 High Capacity Service Channel Termination monthly rates.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.A Term Discounts

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

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

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

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

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

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

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.A Term Discounts (Cont'd)9.2.8.A.(1) Upgrades in Term Discounts

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

9.2.8.A.(2) Upgrades in Capacity (DS1 to DS3)

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

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.A Term Discounts (Cont'd)9.2.8.A.(2) Upgrades in Capacity (DS1 to DS3) (Cont'd)

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

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.A Term Discounts (Cont'd)9.2.8.A.(3) Discontinuance of Service

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

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

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.B DS3 Capacity Discounts

DS3 High Capacity Service may also be ordered at discounted rates in capacities of 3, 6 and 12 systems under a Capacity Discount Plan. Capacity Discounts apply only to DS3 Channel Terminations (i.e., DS3 Capacity Interfaces and DS3 Channels Installed). DS3 Capacity Discounts may be ordered as part of, or separate from Term Discount plans. When ordered in conjunction with Term Discount plans the DS3 Channel Terminations must all be ordered under the same month-to-month rate or Term Discount plan with the same service period and service date.

For DS3 High Capacity Channel Terminations the Capacity Interface must be ordered before or in conjunction with an associated DS3 Channel Installed. In addition, the Capacity Interface cannot be disconnected until all of the DS3 Channels Installed are disconnected.

High Capacity Channel Mileage Facility and Channel Mileage Termination charges will apply as required Per DS3 Channel Installed. Capacity Discounts will not apply to these rate elements.

Capacity Discounts will only apply on DS3 Channel Terminations ordered between a serving wire center and customer location, over the same route. Channel Terminations associated with facilities provided between the same serving wire center and customer location via a second or alternate route will not be included as part of the same Capacity Discount plan as the primary route.

The minimum service period for all Capacity Discount plans is twelve (12) months.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.8 High Capacity Optional Rate Plans (Cont'd)9.2.8.B DS3 Capacity Discounts (Cont'd)9.2.8.B.(1) Upgrades in DS3 Capacity Discounts

Services rated under the DS3 monthly rate plan may be upgraded to a Capacity Discount Plan at any time, without incurring Channel Termination nonrecurring or discontinuance charges for existing services.

Customers with a capacity of 1, 3 or 6 DS3 High Capacity Special Access Systems may upgrade to a new Capacity Discount without incurring Channel Termination nonrecurring or discontinuance charges for existing capacity. This upgrade will be allowed provided the customer designated premises remain the same. Additionally, the new Channel Termination capacity must exceed the Channel Termination capacity of the plan being upgraded. For example, a customer orders a Capacity of 3 DS3 Interface with 2 DS3 Channels Installed. Subsequently, the customer requests an upgrade to a Capacity of 12 DS3 Interface and adds an additional 3 DS3 Channels installed. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all services that are upgraded. Full Channel Termination nonrecurring charges will apply only to the 3 additional DS3 Channels added at the time of the discount plan upgrade.

Customers that subscribe to DS3 Capacity Discount plan may upgrade to a larger Capacity Interface. Discontinuance charges will not apply if all the following conditions are met:

- the customer's order for the disconnect of the current DS3 Capacity Interface and order for the installation of the upgraded DS3 Capacity Interface are received by the telephone company at the same time and specifies that the capacity of service is to be upgraded,
- the customer's disconnect order for the existing DS3 Service must reference the new connection order,
- the new service is provided between the same customer locations as the discontinued service,
- the new service has a DS3 Capacity Interface larger than the Capacity Interface of the discount plan or plans being discontinued and,
- any applicable DS3 High Capacity Term Discount plan time period is reestablished or upgraded at the time of the upgrade in the Capacity Discount plan.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.9 Other Optional Rate Plans9.2.9.A Synchronous Optical Channel Service Optional Rate Plan

The Synchronous Optical Channel Service Optional Rate Plan offers a Term Discount. The Term Discount applies to Channel Terminations, Channel Mileage and Optional Features and Functions monthly rates, as set forth following. The Term Discount percentages for the Synchronous Optical Channel Service Term Discount are as set forth in Section 12.6 following.

Discounts for the Synchronous Optical Channel Service Optional Rate Plan are only applied to Synchronous Optical Channel Service provided to a customer within the same state and LATA by the same Telephone Company.

OC3 Synchronous Optical Channel Service may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

The minimum service period for all term discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount percentage as set forth in Section 12.3.7 following will be frozen from Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.9 Other Optional Rate Plans9.2.9.A Synchronous Optical Channel Service Optional Rate Plan (Cont'd)

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates. The minimum service period on a monthly rate basis is twelve months for Synchronous Optical Channel Service.

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

Eligible OC3 Synchronous Optical Channel Service rate elements are those Channel Terminations, Channel Mileage Facility, Channel Mileage Terminations, Customer Nodes, Customer Premises Ports and Central Office Ports provided to a customer within the same state and LATA by the same Telephone Company. As long as the number of OC3s included in a Term Discount plan remains constant, customer requests to install and disconnect OC3 service, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period.

9.2.9.A.(1) Upgrades in Term Discounts

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.2 Rate Regulations (Cont'd)9.2.9 Other Optional Rate Plans9.2.9.A Synchronous Optical Channel Service Optional Rate Plan (Cont'd)9.2.9.A.(2) Discontinuance of Service

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

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent for OC3 service of the total undiscounted monthly charges will apply to the remaining portion of the discount service term.

Should the customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent for OC3 Service of the total undiscounted monthly charges will apply to the remaining portion of the discount period. For example, a customer has an OC3 Service which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.3 Surcharge for Special Access Service9.3.1 General

Special Access Services provided under this tariff may be subject to the monthly Special Access Surcharge.

9.3.2 Application

9.3.2.A The Special Access Surcharge will apply to each interstate Special Access Service that terminates on an end user's PBX or other device, where through a function of the device, the Special Access Service interconnects to the local exchange network. Interconnection functions include, but are not limited to, wiring and software functions, bridging, switching or patching of calls or stations. The Surcharge will apply irrespective of whether the interconnection function is performed in equipment located at the customer's premises or in a Centrex CO-type switch.

9.3.2.B Special Access Service will be exempted from the Surcharge by the Company upon receipt of the customer's written certification for the following Special Access Service terminations:

9.3.2.B.(1) an open-end termination in a Company switch of an FX line, including CCSA and CCSA- equivalent ONALs; or

9.3.2.B.(2) a termination that by the nature of its operating characteristics could not make use of Company common lines such as, terminations which are restricted through hardware or software; or

9.3.2.B.(3) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the Special Access Service accesses only FGA and no local exchange lines, or Special Access Service between customer points of termination, or Special Access Service connecting CCSA or CCSA-type equipment (inter-machine trunks); or

9.3.2.B.(4) a termination that the customer certifies to the Company is not connected to a PBX or other device which interconnects the Special Access Service to a local exchange subscriber line.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.3 Surcharge for Special Access Service9.3.3 Exemption of Special Access Service

9.3.3.A Special Access Services which are terminated as set forth in Section 9.3.2(B) preceding will be exempted from the Special Access Surcharge if the customer provides the Telephone Company with written exemption certification. The certification may be provided to the Company as follows:

- at the time the Special Access Service is ordered or installed;
- at such time as the service is reterminated to a device which does not interconnect the service to local exchange facilities; or
- at such time as the service becomes associated with a Switched Access Service that is subject to Carrier Common Line Charges.

9.3.3.B The exemption certification is to be provided by the customer ordering the service. The certification must be signed by the customer or authorized representative and include the category of exemption, as set forth in Section 9.3.2(B) preceding, for each termination, and the date which the exemption is effective.

9.3.3.C The customer shall also notify the Company when an exempted Special Access Service is changed or reterminated such that the exemption is no longer applicable.

9.3.3.D The Company will work cooperatively with the customer to resolve any questions regarding the exemption certification. In addition, the Company may withhold exemption of the service until the questions are resolved.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.3 Surcharge for Special Access Service9.3.4 Rate Regulations

9.3.4.A The surcharge will apply as set forth in Section 9.3.2(A) preceding, except that a surcharge will be assessed on a per voice grade equivalent basis for Special Access Services derived from High Capacity Special Access Services as illustrated in the following example:

<u>Special Access Service</u>	<u>Voice Grade Equivalent</u>		<u>Surcharge</u>	=	<u>Monthly Charge</u>
DS1	24	x	\$25		\$600.00

The preceding example illustrates the maximum number of surcharges applicable to a DS1. If the customer claims exemption(s) as set forth in Section 9.3.3 preceding or, is not utilizing all available voice grade equivalents and has spare capacity, the number of surcharges would be reduced accordingly.

In the case of multipoint Special Access Services, one Special Access Surcharge will apply for each termination of a Special Access Channel at an end user's premises.

9.3.4.B The Company will bill the appropriate Special Access Surcharge to the ordering customer for each interstate Special Access Service installed unless exemption certification is provided as set forth in Section 9.3.3 preceding.

9.3.4.C If a written certification is not received at the time the Special Access Service is obtained, the Surcharge will be applied. Exempt status will become effective on the certification date indicated by the customer, subject to the regulations set forth in (D) following.

9.3.4.D Crediting the Surcharge

The Telephone Company will cease billing the Special Access Surcharge when certification, as set forth in Section 9.3.3 preceding, is received. If the status of the Special Access Service was changed prior to receipt of the exemption certification, the Company will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change as specified by the customer in the letter of certification.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.4 High Capacity Service9.4.1 Basic Channel Description

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

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

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24 hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62411.

Rates and charges for Special Access High Capacity Service are as set forth in Section 12.6 following.

9.4.2 Technical Specifications Packages and Network Channel Interfaces

The following network channel interfaces (NCIs) define the bit rates that are available for a High Capacity channel:

<u>NCI</u>	<u>Bit Rate</u>
DS-15**	1.544 Mbps (DS1)
DS-27	274.176 Mbps (DS4)
DS-44	44.736 Mbps (DS3)

* Available only as a channel of a 1.544 Mbps facility to a Telephone Company Digital Data hub or as a cross connect of two 64.0 Kbps channels of two 1.544 Mbps facilities to a Digital Data hub(s). The customer must provide system and channel assignment data.

** A 64.0 Kbps channel is available as a channel(s) of a 1.544 Mbps channel to a Telephone Company hub.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.4 High Capacity Service (Cont'd)9.4.3 Optional Features and Functions9.4.3.A Automatic Loop Transfer

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

9.4.3.B Central Office Multiplexing9.4.3.B.(1) DS4 to DS1

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

9.4.3.B.(2) DS3 to DS1

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

9.4.3.B.(3) DS1 to DS0

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.4 High Capacity Service (Cont'd)9.4.3 Optional Features and Functions (Cont'd)9.4.3.C Clear Channel Capability (CCC)

9.4.3.C.(1) CCC is an arrangement that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel or over a 1.544 Mbps High Capacity channel derived from a multiplexed 44.736 Mbps High Capacity channel with no constraint on the quantity or sequence of one and zero bits. This arrangement requires the customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in Technical Reference TR-NPL-000054 and Technical Reference TR-INS-000342.

9.4.3.C.(2) CCC is provided, subject to availability of facilities, on DS1/1.544 Mbps High Capacity channels between two customer designated premises and on multiplexed DS3/44.736 Mbps High Capacity channels or multiplexed DS1/1.544 Mbps High Capacity channels* between a Telephone Company hub office and a customer designated premises. The wire centers providing CCC are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4.

9.4.3.C.(3) The CCC optional feature may be ordered at the same time the High Capacity service is ordered or it may be ordered as an addition to an existing High Capacity Service. The customer must agree to out-of-service periods required to add this feature to an existing High Capacity Service. The charges for the CCC optional feature are as set forth in Section 9.2.2 (B)(3) preceding.

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

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.5 Synchronous Optical Channel Service9.5.1 Basic Channel Description

A Synchronous Optical Channel Service channel provides dedicated transport utilizing Synchronous Optical Network (SONET) transmission standards. Synchronous Optical Channel Service provides optical network capability to customers requiring connections at transmission rates of 159.52 Mbps (OC3) and 622.08 Mbps (OC12). Synchronous Optical Channel Service is provided between two customer designated premises (CDP) through one or more Telephone Company wire center(s). In addition, customers at an ADM equipped wire center may add or drop bandwidth capacity from the synchronous optical channel for delivery to a customer premises.

Each channel will be configured with one working and one protect fiber pair within the same sheath between the CDP and the serving wire center of the CDP which provides redundancy to protect the customer's service. Should a failure occur, the SONET technology will automatically switch the customer's transmission to the dedicated protect fiber pair.

The customer may provide node and port equipment at the CDP which allows the high speed optical carrier channel to be converted to an electrical signal at a lower speed. The provision of such equipment by the customer is subject to compatibility with the Company's equipment in the serving wire center and must comply with the standards specified in GR-253-CORE.

A term discount is available for Synchronous Optical Channel Service rate elements and optional features and functions. The term discount period for any applicable DS3 Capacity Discount Plan with an associated Term Discount Plan must be reestablished or upgraded at the time of conversion to Synchronous Optical Channel Service. Section 9.2.9 preceding specifies the conditions under which a term discount is applicable.

Rates and charges for Synchronous Optical Channel Service are as set forth in Section 12.6 following.

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.5 Synchronous Optical Channel Service (Cont'd)9.5.1 Basic Channel Description (Cont'd)

Any customer converting from an existing DS3 Capacity Discount Plan to Synchronous Optical Channel Service will not incur nonrecurring charges provided the conditions specified in Section 9.2.9 (A) preceding are met.

9.5.2 Network Channel Interfaces

Compatible channel interfaces for Synchronous Optical Channel Service are as set forth in Section 10 following

The following network channel interfaces (NCIs) define the bit rates that are available for a synchronous optical channel:

<u>NCI</u>	<u>Bit Rate</u>
FC-B	159.52 Mbps. (OC3)

9.5.3. Optional Features and Functions9.5.3.A Customer Node

The Customer Node, located at the customer designated premises, terminates a high speed optical channel (OC3) and converts the signal from an optical to electrical format.

The Customer Node may be configured in the following ways:

OC3 -	one to three DS3 channels or one to three STS-1 channels or up to 28 DS1 channels per DS3 or any combination of the three.
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Rates and charges for the Customer Node are as set forth in Section 12.6 following.

A Customer Node must be configured with one or more Customer Premises Ports to provide for the DS1, DS3, STS-1 and/or OC3 channelization that must take place at the customer premises. The OC3 port is only available with an OC12 Customer Node. The quantity of ports is determined based on the number of DS1, DS3, STS-1 and/or OC3 channels ordered by the customer. The available speeds of the Customer Premises Port are as follows:

ACCESS SERVICE**9. SPECIAL ACCESS SERVICE**9.5 Synchronous Optical Channel Service (Cont'd)9.5.3 Optional Features and Functions (Cont'd)

9.5.3.A Customer Node (Cont'd)

<u>Customer Premises Port</u>	<u>Speed</u>
OC3	159.52 Mbps.
STS-1	51.84 Mbps.
DS3	44.736 Mbps.
DS1	1.544 Mbps.

Rates and charges for the Customer Premises Port are as set forth in Section 12.6 following.

9.5.3.B Add/Drop Multiplexing

Add/Drop Multiplexing allows lower level signals to be added or dropped from an optical carrier channel at a wire center equipped for Add/Drop Multiplexing.

Add/Drop Multiplexing may be configured with Central Office Ports in the following ways:

OC3 - one to two DS3 ports or one to two groups of up to 28 DS1 ports or any combination of the two.

The Central Office Port is the rate element that provides the connection from a High Capacity or Synchronous Optical Channel Service Channel Termination to an Add/Drop Multiplexer at a wire center. There are three Central Office Ports available. They are:

<u>Central Office Port</u>	<u>Speed</u>
OC3	159.52 Mbps.
DS3	44.736 Mbps.
DS1	1.544 Mbps.

The OC3 Central Office Port is only available with an Add/Drop Multiplexer operating at OC12.

When an OC3 port is derived from an OC12 and is further de-multiplexed to DS3, an additional DS3 port charge will apply. When a DS3 port is de-multiplexed to DS1, or a DS1 port is de-multiplexed to a lower level signal, rates and charges as set forth in Section 12.6 will apply.

Rates and charges for the Central Office Port are as set forth in Section 12.6 following.

ACCESS SERVICE

10. RESERVED FOR FUTURE USE

ACCESS SERVICE

11. RESERVED FOR FUTURE USE

ACCESS SERVICE**12. RATES AND CHARGES**

References to the applicable current rates in Verizon Telephone Companies Tariff F.C.C. No. 11 are for those exchanges within the operating territory of Verizon New York, Inc.

12.1 Switched Access**12.1.1 Local Transport****(A) Local Transport – Installation
Per Entrance Facility – DS1**

The nonrecurring charge rate charged by the Company is the applicable current rate, based on type of Switched Access Entrance Facility service, for Local Transport-Installation at Verizon Tariff F.C.C. No. 11, Section 31.

(B) Entrance Facility Standard Channel Termination– DS1

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Entrance Facility, at Verizon Tariff F.C.C. No. 11, Section 31.

**(C) Direct-Trunked Transport
Direct Trunked Facility – DS1
Nonrecurring Charge**

The nonrecurring charge rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Facility, at Verizon Tariff F.C.C. No. 11, Section 31.

**(D) Direct-Trunked Transport
Per Mile –DS1**

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Facility, at Verizon Tariff F.C.C. No. 11, Section 31.

**(E) Direct-Trunked Transport
Fixed –DS1**

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Termination, at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE**12. RATES AND CHARGES**12.1 Switched Access (Cont'd)12.1.1 Local Transport (Cont'd)

- (F) Multiplexing
Per Arrangement

The recurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Multiplexing (DS3 to DS1 or DS1 to Voice), at Verizon Tariff F.C.C. No. 11, Section 31.

- (G) Multiplexing
Nonrecurring

The nonrecurring rate charged by the Company is the applicable current rate, based on the type of Switched Access Direct Trunked Multiplexing (DS3 to DS1 or DS1 to Voice), at Verizon Tariff F.C.C. No. 11, Section 31.

- (H) Local Transport Facility
Per Access Minute Per Mile

The recurring rate charged by the Company is the applicable current rate at Verizon Tariff F.C.C. No. 11, Section 31.

- (I) Local Transport Termination
Per Access Minute

The recurring rate charged by the Company is the applicable current rate at Verizon Tariff F.C.C. No. 11, Section 31.

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

In the event the Company provides Tandem Switching, the recurring rate charged by the Company is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE

12. RATES AND CHARGES

12.1 Switched Access (Cont'd)

12.1.1 Local Transport (Cont'd)

(K) Dedicated Tandem Trunk Port Service

The recurring rate charged by the Company is the applicable current rate at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE

12. RATES AND CHARGES

12.1 Switched Access (Cont'd)

12.1.2 End Office
Local Switching
Per Access Minute

The recurring rate charged by the Company is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.1.3 8YY Database Access Service
Per Query

The recurring rate charged by the Company is the applicable Basic or Premium Feature current rate at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE**12. RATES AND CHARGES**

12.2	<u>End User Common Line (EUCL) Charge</u>	
12.2.1	<u>Business Multiline Monthly Rate</u>	
	Per Common Line, Per Month	\$ 7.13
12.2.2	<u>Business Single Line and Primary Residence Monthly Rate</u>	
	Per Common Line, Per Month	\$ 6.50
12.2.3	<u>ISDN PRI Monthly Rate</u>	
	Per ISDN PRI Arrangement	\$35.65

ACCESS SERVICE

12. RATES AND CHARGES

12.3 Federal Universal Service Charge

12.3.1 Basic Rate

- percentage of billed interstate access charges

The Federal Universal Service Charge (FUSC) recurring rate charged by the Company for all lines is at the current contribution factor percentage as established by the Federal Communications Commission.

12.3.2 Special Access Services Revenue Surcharge Factor

- percentage of Special Access Services billed to End User

The FUSC Special Access Services Revenue Surcharge will be determined by multiplying the surcharge factor, as shown in Section 17.1.3 of NECA's Tariff F.C.C. No. 5 and at Verizon Tariff F.C.C. No. 11, Section 31, by the end user's total interstate special access services charges at the billing account level.

ACCESS SERVICE**12. RATES AND CHARGES**12.4 Service Orders12.4.1 Access Order Charge
Per Order

The nonrecurring charge rate charged by the Company is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.4.2 Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in Section 3.4(C) preceding. The applicable charge is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.4.3 Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. If a change of service date is required, the Service Date Change Charge as set forth in Section 12.4.2 preceding will also apply. The applicable charge is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.4.4 Special Handling Charge

The Special Handling Charge will apply on a per order, per occurrence basis. The applicable charge is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.4.5 Cancellation Charge

Cancellation Charges applicable under the terms and conditions of Section 3 of this Tariff are equal to the lesser of the Company's cost of installation less net salvage or the charge for the minimum period. Cancellation Charges are in addition to applicable Access Service Order charges, or Special Handling Charge at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE

12. RATES AND CHARGES

12.5 Miscellaneous Service

12.5.1 Additional Engineering

The rates charged by the Company for Additional Engineering are the current rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.2 Additional Labor

The rates charged by the Company for Additional Labor are the current rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.3 Additional Testing

The rates charged by the Company for Additional Testing are the current rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.4 Maintenance of Service

The rates charged by the Company for Maintenance of Service are the current rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.5 Telecommunications Service Priority - TSP

The rate charged by the Company for Telecommunications Service Priority (TSP) is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.6 Presubscription

The rate charged by the Company for Presubscription is the current rate at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.7 Billing Name and Address

The rates charged by the Company for Billing Name and Address Service (BNA) are the respective rates for the applicable BNA offering at Verizon Tariff F.C.C. No. 11, Section 31.

ACCESS SERVICE

12. RATES AND CHARGES

12.5 Miscellaneous Service (Cont'd)

12.5.8 Local Number Portability (LNP)

The LNP Query and Call Routing Charges are the applicable rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.9 International Call Blocking
Per Line or Trunk, Nonrecurring

The rates charged by the Company for International Blocking are the applicable rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.5.10 Service Access Code 900 Blocking
Per Number Blocked After First Request, Nonrecurring

The rates charged by the Company for Service Access Code 900 Blocking are the applicable rates at Verizon Tariff F.C.C. No. 11, Section 31.

12.6 Special Access Service

The Company provides Special Access Service under the terms and conditions of this tariff at rates established on an individual case basis (ICB).