

February 4, 2016

**Transmittal No. 1**

*(This filing becomes effective on one day's notice).*

**Via ETFS**

Ms. Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Attention: Wireline Competition Bureau**

Dear Ms. Dortch,

The accompanying tariff material issued by FWA, Inc. (FRN 0025151192) and bearing Tariff F.C.C. No.1, effective January 29, 2016, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended. The issuing carriers for FWA Tariff F.C.C. No. 1 are as follows: H&B Cable Service, Inc. (FRN 0003764545); Pinnacle Telecom, LLC, (FRN 0008699340); S&T Communications, LLC, (FRN **0008460081**); and Twin Valley Communications, Inc. (FRN **0007573520**). The aforementioned carriers are non-dominant. Consequently this tariff is filed on one day's notice.

This filing is the initial submission of an interstate access service tariff. No supporting information is required with this filing. This Transmittal No. 1 and the complete base tariff document have been filed with the Commission using the Electronic Tariff Filing System. The applicable \$910.00 filing fee has been submitted electronically.

All correspondence and inquiries concerning this filing should be directed to the undersigned below.

Respectfully submitted,

By: */s/ Tim Morrissey*

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Tim Morrissey  
President  
FWA, Inc.  
121 East College Street  
Broken Arrow, OK 74012  
Phone: 918-298-1618  
EMAIL: [tmorrissey@fwainc.com](mailto:tmorrissey@fwainc.com)

Attachments

ACCESS SERVICE

Rates, terms and conditions applying to the provision  
of interstate access service of the issuing carriers as listed herein.

This entire tariff is being filed pursuant to Special Permission No. 15-\_\_\_\_\_ of the F.C.C.

All material contained herein is new.

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

CHECK SHEET

The title page and pages 1 through 8-2 inclusive of this tariff are effective as of the dates shown.

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Issued: February 4, 2016

President  
FWA, Inc.  
121 East College Street  
Broken Arrow, Oklahoma 74012

Effective: February 8, 2016

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ISSUING CARRIERS

H&B Cable Service, Inc.  
OCN 300C  
Mr. Robert Koch, President  
P.O. Box 108, 108 N. Main Street  
Holyrood, KS 67450

Pinnacle Telecom, LLC  
OCNS 9720 & 395E  
Mr. Keith Gibson  
P.O. Box 230, 301 Highway 96 SW  
Lavaca, AR 72941

S&T Communications, LLC  
OCN 5910  
Mr. Zack Odell, Chief Executive Officer  
P.O. Box 99, 320 Kansas Avenue  
Brewster, KS 67732

Twin Valley Communications, Inc.  
OCN 892C  
Mr. Ben Foster, President  
P.O. Box 395, 22 Spruce  
Miltonvale, KS 67466

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

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 commercial contractor:

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

REFERENCE TO TECHNICAL PUBLICATIONS

Technical Publications referenced in this Tariff are the same as those set forth in the National Exchange Carrier Association Tariff F.C.C. No. 5.

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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 the issuing carriers.

The provision of such services by the issuing carriers as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

The use of any service provided by the issuing carriers shall constitute an order for service and the user of the service is obligated to pay the issuing carriers for that service in accordance with the provisions of this tariff.

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

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.

Company: As used in this Tariff, Company shall refer to the facilities-based offerings of the Competitive Local Exchange Carrier (CLEC) operations of the Issuing Carriers.

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1. DEFINITIONS (Cont'd)

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 Trunk side 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 other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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

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

Firm Order Confirmation (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.

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.

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1. DEFINITIONS (Cont'd)

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

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

Line Information Database (LIDB): The database which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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

Local 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.

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.

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1. DEFINITIONS (Cont'd)

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.

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.

1. DEFINITIONS (Cont'd)

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.

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

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## 2. REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

#### 2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's 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 day 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.

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## 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, 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 specified elsewhere in this tariff. 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.

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## 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 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.
- 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.

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## 2. REGULATIONS (Cont'd)

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

#### 2.1.4 Liability of the Company (Cont'd)

- 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.
- 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 as specified elsewhere in this tariff 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.

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## 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.

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## 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.

#### 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;

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## 2. REGULATIONS (Cont'd)

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

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

- 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.

### 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 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;

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## 2. REGULATIONS (Cont'd)

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

#### 2.3.1 Customer Responsibilities (Cont'd)

- B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- C) providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 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.

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## 2. REGULATIONS (Cont'd)

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

#### 2.3.1 Customer Responsibilities (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

#### 2.3.2 Claims

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

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

#### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Interstate Usage (PIU) and/or Percent VoIP Usage (PVU) 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.

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## 2. REGULATIONS (Cont'd)

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

#### 2.3.3 Jurisdictional Reporting (Cont'd)

##### A) Originating Access

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

- 1) For Feature Group D Switched Access Service(s), as defined elsewhere in this tariff where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
- 2) If Feature Group D with 950 Access (Feature Group B) as defined elsewhere in this tariff 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 specified elsewhere in this tariff. 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.

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## 2. REGULATIONS (Cont'd)

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

#### 2.3.3 Jurisdictional Reporting (Cont'd)

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

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

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

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## 2. REGULATIONS (Cont'd)

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

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

#### 2.4.2 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

### 2.5 Payment Arrangements

#### 2.5.1 Payment for Service

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

##### A) Taxes

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

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## 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.
- 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.

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## 2. REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

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

- F) If a service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.
- G) The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Federal Communications Commission in accordance with the Agency's rules of procedures.
- H) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved
  - 1) 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.
  - 2) 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).
  - 3) The Company must notify the Customer of: a) the meet point option that will be used; b) the Carrier(s) that will render the bill(s); c) the Carrier(s) to whom payment should be remitted; and d) 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.
  - 4) 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:
    - a) 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.

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## 2. REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

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

##### H) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

- b) 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.
- c) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.
- d) 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:
  - i) the application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.
  - ii) 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

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## 2. REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.3 Deposits (Cont'd)

- 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
- 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.

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## 2. REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

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

- 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.
- 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, 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.
- 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 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

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## 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: (Cont'd)
- 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 if: (Cont'd)
    - 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) 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
    - f) The Customer uses, or attempts to use, service with the intent to void 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;

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## 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: (Cont'd)
- 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 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 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.
- 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 e xpenses 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 elsewhere in this tariff.

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## 2. REGULATIONS (Cont'd)

### 2.5 Payment Arrangements (Cont'd)

#### 2.5.5 Cancellation of Application for Service (Cont'd)

- 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

#### 2.5.7 Returned Check/Bank Draft Charge

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

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## 2. REGULATIONS (Cont'd)

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

#### 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.

#### 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;

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## 2. REGULATIONS (Cont'd)

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

#### 2.6.2 Limitations on Allowances (Cont'd)

- F) interruption of service due to circumstances or causes beyond the control of the Company.
- G) Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

#### 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, 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 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 1) to any subsidiary, parent Company or affiliate of the Company 2) 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.

## 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.

### 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

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

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

#### 3.1 General (Cont'd)

##### 3.1.2 Provision of Other Services (Cont'd)

- C) 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 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 elsewhere in this tariff and the other applicable terms and conditions of this tariff.

###### B) Originating Switched Access.

Notwithstanding 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 elsewhere in this tariff and the other applicable terms and conditions of this tariff.

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

#### 3.2 Access Order

##### 3.2.1 Access Service Requests

- A) 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.
- B) 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.
- C) In the event constructive ordering of Switched Access Service under 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 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

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### 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 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 Miscellaneous Service Order Charge is applicable;
- 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 in addition to other applicable charges as set forth in this and other sections of this tariff.

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### 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) Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order 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 Expedited Order 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, an Expedited Order Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order 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 Expedited Order Charge will apply.

In the event that the Customer cancels an expedite request, the Expedited Order 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 Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

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

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

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

###### A) Expedited Order Charge (Cont'd)

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

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified elsewhere in this tariff.

##### 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 provided herein, Cancellation Charges will apply as specified elsewhere in this tariff.

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.

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### 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:

- 1) 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.

- 2) For Special 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

#### 3.3 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge applies to any service, or combination of services, ordered simultaneously from the tariff for which a service order is not already pending, with the exception of Presubscription, Billing Name and Address Service, and the Service Provider Number Portability (SPNP) Fee which do not have the charge applied. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

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

#### 3.3 Miscellaneous Service Order Charge (Cont'd)

The Miscellaneous Service Order Charge always applies to the following services since a pending service order would not exist:

- Overtime Repair;
- Testing and Maintenance with Other Telephone Companies other than when in conjunction with Acceptance Testing;
- Other Labor; and
- Maintenance of Service.
- Originating Line Screening (OLS) Service.

The Miscellaneous Service Order Charge will also apply to the following service if it is ordered subsequent to the initial installation of the associated access service, thereby necessitating the issuance of another service order:

- Telecommunications Service Priority (TSP);

The Miscellaneous Service Order Charge does not apply to the following services since there would exist a pending service order:

- Additional Engineering;
- Overtime Installation;
- Standby;
- Testing and Maintenance with Other Telephone Companies when in conjunction with Acceptance Testing;
- Additional Cooperative Acceptance Testing

#### 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

- A) 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.
- B) 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.
- C) 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.
- 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.

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#### 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)

E) 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
- End Office
- Chargeable Optional Features

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.

###### A) Local Transport

- 1) 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) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

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#### 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) 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.
- 3) The Customer must specify when ordering (a) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (b) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (c) the type of Entrance Facility, (d) the directionality of the service, and (e) when multiplexing is required, the hub(s) at which the multiplexing will be provided.
- 4) 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.
- 5) Direct Trunked Transport is available at all tandems and at all end offices.
- 6) When more than one Telephone Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.
- 7) The Local Transport Rate Category includes four classes of rate elements: (a) Entrance Facility, (b) Direct Trunked Transport, (c) Tandem Switched Transport, and (d) Multiplexing.
  - a) Entrance Facility
    - i) 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.

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#### 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)

###### a) Entrance Facility (Cont'd)

- ii) 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.
- iii) One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified elsewhere in this tariff will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.
- iv) 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.
- v) 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.

###### b) Direct Trunked Transport

- i) 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.
- ii) Direct Trunked Transport is available to all tandems and to all end offices of the Company.
- iii) 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.

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#### 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)

###### b) Direct Trunked Transport (Cont'd)

- iv) High Capacity DS3 Direct Trunked Transport cannot be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport cannot be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.
- v) Direct Trunked Transport rates consist of a Direct Trunked Facility rate which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.
- vi) 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.
- vii) The Direct Trunked Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

###### c) Tandem Switched Transport

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

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#### 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)

###### c) Tandem Switched Transport (Cont'd)

- iii) The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate is applicable at the Tandem, when a Customer orders Direct Trunk Transport to the tandem and Tandem Switched Transport from the tandem to the end office. The Tandem Switching rate is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.
- iv) The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.
- v) The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Facility. The Tandem Switched Termination rate is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office, tandem, and serving wire center) provided by the Company. When the Tandem switched Facility mileage is zero, neither the Tandem Switched Facility rate nor the Tandem Switched Termination rate will apply.

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#### 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)

##### d) Multiplexing

- i) DS3 to DS1 Multiplexing charges apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 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.
- ii) Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

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#### 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 necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

###### 1) Local Switching

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

###### 2) Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth elsewhere in this tariff.

###### 4.2.4 Descriptions and Application of Rates

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

###### A) Recurring Rates

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

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#### 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 (Cont'd)

###### B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). 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 elsewhere in this tariff.

###### 1) Installation of Service

A nonrecurring installation charge, as specified elsewhere in this tariff 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 elsewhere in this tariff.

###### 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 as specified elsewhere in this tariff.

#### 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:

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

##### 4.3 Obligations of the Company (Cont'd)

###### 4.3.1 Network Management

- A) 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 elsewhere in this tariff.
- B) 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 5:00p.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.

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

##### 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.

##### 4.4.2 Feature Group D Optional Features

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

###### A) 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.

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

##### 4.4 Switched Access Optional Features (Cont'd)

##### 4.4.2 Feature Group D Optional Features (Cont'd)

###### B) Automatic Number Identification (ANI)

- 1) 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.
- 2) 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.

###### C) 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.

###### D) 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.

###### E) 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.

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

##### 4.4 Switched Access Optional Features (Cont'd)

##### 4.4.2 Feature Group D Optional Features (Cont'd)

##### F) 8YY Toll Free Database Access Service

- 1) 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.
- 2) A Basic or Vertical Feature Query charge 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)]

5. SPECIAL ACCESS SERVICE

Special Access Service is available to both carriers and end-users on an individual contract basis.

## 6. SPECIAL CONSTRUCTION

### 6.1 Special Construction

#### 6.1.1 Basis for Rates and Charges

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

#### 6.1.2 Termination Liability

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

- A) The termination liability period is the initial service term with respect to said specially constructed facilities.
- B) The amount of maximum termination liability is equal to the rates and charges established elsewhere in this tariff.
- 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 specified elsewhere in this tariff by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

#### 6.1.3 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.

## 7. MISCELLANEOUS SERVICES

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

A Miscellaneous Service Order charge may be applicable to services ordered from this section.

Rates for miscellaneous services provided for in this section are specified elsewhere in this tariff and are referenced to the applicable current rate in the NECA Tariff F.C.C. No. 5. For purposes of references to the rates of NECA Tariff F.C.C. No. 5, "current rate" shall mean the rate in effect in the respective tariff at the time the service is provided by the Company.

### 7.1 Additional Engineering

Additional Engineering, including engineering reviews as specified elsewhere in this tariff will be undertaken only after the Company has notified the customer that additional engineering charges apply as specified elsewhere in this tariff 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 specified elsewhere in this tariff.
- B) Additional Engineering time is incurred by the Company to engineer a customer's request for a customized service.

### 7.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as specified elsewhere in this tariff. The Company will notify the customer that additional labor charges specified elsewhere in this tariff 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.

#### 7.2.1 Overtime Installation

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

#### 7.2.2 Overtime Repair

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

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## 7. MISCELLANEOUS SERVICES (Cont'd)

### 7.2 Additional Labor (Cont'd)

#### 7.2.3 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.

#### 7.2.4 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.

#### 7.2.5 Other Labor

Other labor is that additional labor not specified elsewhere in this tariff and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

### 7.3 Testing Services

Testing Services offered are optional and subject to rates and charges as specified elsewhere in this tariff. 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 elsewhere in this tariff 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 elsewhere in this tariff for a customer to request Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned elsewhere in this tariff.

#### 7.3.1 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).

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## 7. MISCELLANEOUS SERVICES (Cont'd)

### 7.3 Testing Services (Cont'd)

#### 7.3.1 Switched Access Service (Cont'd)

Routine tests are those tests performed by the Company on a regular basis, as specified elsewhere in this tariff 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).

#### 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 specified elsewhere in this tariff.

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## 7. MISCELLANEOUS SERVICES (Cont'd)

### 7.3 Testing Services (Cont'd)

#### 7.3.1 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 specified elsewhere in this tariff.

##### 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 specified elsewhere in this tariff.
- 2) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

### 7.4 Maintenance of Service

7.4.1 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 specified elsewhere in this tariff 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.

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## 7. MISCELLANEOUS SERVICES (Cont'd)

### 7.4 Maintenance of Service (Cont'd)

7.4.2 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.

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

### 7.5 Telecommunications Service Priority – TSP

7.5.1 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.

7.5.2 A Telecommunications Service Priority charge applies as specified elsewhere in this tariff 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.

Additionally, a Miscellaneous Service Order Charge as specified elsewhere in this tariff will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access 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.

7. MISCELLANEOUS SERVICES (Cont'd)7.5 Telecommunications Service Priority – TSP (Cont'd)

## 7.5.2 (Cont'd)

In addition, Additional Labor rates as specified elsewhere in this tariff 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, a Miscellaneous Service Order Charge as specified elsewhere in this tariff and Additional Labor rates as specified elsewhere in this tariff are applicable.

8. RATES AND CHARGES8.1 Switched Access8.1.1 Switched Access Service

A) <u>Nonrecurring Charges</u>	<u>NRC Rate</u>
1) <u>Local Transport</u> - Installation Per Facility	
Voice Grade Two-Wire	*
Voice Grade Four-Wire	*
High Capacity DS1	*
High Capacity DS3	*
2) <u>Trunk Activation</u> - Per Order	*
B) <u>Local Transport</u>	<u>Rate</u>
1) <u>Entrance Facility</u> - Per Termination	
Voice Grade Two-Wire	*
Voice Grade Four-Wire	*
High Capacity DS1	*
High Capacity DS3	*
2) <u>Direct Trunked Facility</u> - Per Mile	
Voice Grade	*
High Capacity DS1	*
High Capacity DS3	*
3) <u>Direct Trunked Termination</u> - Per Termination	
Voice Grade	*
High Capacity DS1	*
High Capacity DS3	*
4) <u>Multiplexing</u> - Per Arrangement	
DS3 to DS1	*
DS1 to Voice	*

\* Company concurs with the NECA F.C.C. Tariff No. 5 highest banded premium rate for this element, where applicable.

8. RATES AND CHARGES (Cont'd)8.1 Switched Access (Cont'd)8.1.1 Switched Access Service (Cont'd)B) Local Transport (Cont'd)

5) <u>Tandem Switched Transport</u>	<u>Rate</u>
Tandem Switched Facility - Per Access Minute Per Mile	*
Tandem Switched Termination - Per Access Minute Per Termination	*
Tandem Switching - Per Access Minute Per Tandem	*

C) End Office

Local Switching Premium Per Originating Access Minute	*
Local Switching Premium Per Terminating Access Minute	*

D) Information Surcharge Premium - Per 100 Access Minutes

Originating Access Minutes	*
Terminating Access Minutes	*

E) 800 Data Base Access Service - Per Query

Basic	*
Vertical Feature	*

F) Miscellaneous Services

1) Additional Engineering	*
2) Additional Labor	*
3) Additional Testing	*
4) Maintenance of Service	*
5) Telecommunications Service Priority (TSP)	*

G) Service Orders

1) Access Order Charge - Per Order	*
2) Miscellaneous Service Order Charge - Per Occurrence	*
3) Expedited Order Charge	*
4) Cancellation Charge	*

\* Company concurs with the NECA F.C.C. Tariff No. 5 highest banded premium rate for this element, where applicable.