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**INTERSTATE ACCESS SERVICE**

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TITLE PAGE

ACCESS SERVICE TARIFF

OF

PNG TELECOMMUNICATIONS INC

This tariff contains the descriptions and applicable rates for furnishing service and facilities for Telecommunications services provided by PNG Telecommunications Inc. This tariff is on file with the Federal Communications Commission (FCC). Copies may be inspected during normal business hours at the Company's principal place of business at 8805 Governor's Hill Drive, Suite 250, Cincinnati OH.

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Issued: June 29, 2016

Effective: July 14, 2016

Ali Stevens -- CEO  
8805 Governor's Hill Drive, Suite 250  
Cincinnati OH, 45249

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**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original And revised sheets as named below comprise all changes from the original tariff and are currently in Effect as of the date on the bottom of this page.

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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 and special access of PNG Telecommunications, Inc.

**ISSUING CARRIERS**

None

**OTHER CARRIERS**

None

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS**

For revisions within Tariff, the following symbols are used in the right margin:

C – signifies changed regulation

D – signifies discontinued rate or regulation.

I – signifies increase to a rate or charge.

M – signifies matter relocated without change.

N – signifies new rate or regulation.

R – signifies reduction to a rate or charge.

T – signifies a change in text without change of regulation or rates

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**SECTION 1: Definitions**

Access Service - Switched or Special Access to the network of any Interconnecting Carrier for the purpose of originating or terminating communications.

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

Automatic Number Identification (ANI) - The Multi-Frequency (MF) signaling parameter identifying the billing number of the calling party.

Calling Party Number (CPN) - The SS7 signaling parameter that identifies the subscriber line number.

Charge Number (CN) - The SS7 signaling parameter that identifies the billing telephone number of the calling party.

Company - PNG Telecommunications Inc. or its affiliates which concur in this tariff.

Customer - The person, firm, corporation, government entity, or other entity, which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including but not limited to, Interexchange Carriers (IXCs), Exchange Carriers, End Users, and other carriers or providers that originate or terminate Toll VoIP-PSTN Traffic, or otherwise exchange Toll VoIP-PSTN Traffic with the Company.

Dedicated - A facility or equipment system or subsystem set aside for Customer's exclusive use.

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

End User - Any customer of an interstate or foreign communications service that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. Affiliated or unaffiliated providers of VoIP services defined in 47 U.S.C. § 153(25) or 47 U.S.C. § 153(36) are also End Users in this tariff.

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**SECTION 1: Definitions (Continued)**

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

IntraLATA Service - Service which originates and terminates within the same LATA.

Interconnecting Carrier - Any carrier that connects to the Company's network for exchange of communications traffic.

InterLATA Service - Service which originates within one LATA and terminates in a different LATA.

Internet Protocol (IP) Signaling - A packet data-oriented protocol used for communicating call signaling information.

Local Access - Local Access means the connection between a Customer premises and Company Point of Presence.

LATA - Local Access Transport Area.

Mbps - Megabits per second.

Multi-Frequency (MF) Signaling - An in-band signaling method in which call signaling information is transmitted between network switches using the same voiceband channel used for voice.

Network - The Company's digital network

Network Services - The Company's telecommunications access services offered on the

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

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**SECTION 1: Definitions (Continued)**

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

Off-Net - A call originating on and placed via non-company owned facilities or a combination of non-company owned and leased facilities.

On-Net - A call originating on and placed via company owned facilities or a combination of company owned and leased facilities.

PIU - Percent Interstate Usage

PTR – Percent Tandem Routed.

Premises - Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

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 - 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. The parties may mutually agree on a substitute Service Commencement Date. In any case, the Service Commencement Date is no later than the date that the Customer uses the Company's Service.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company or the use of Company Services by the Customer. The signing of a Service Order by the Customer and acceptance by the Company or the use of Company Services by the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service calculated from the Service Commencement Date.



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**SECTION 1: Definitions (Continued)**

Service - The Company's telecommunications access service offered on the Company's network and provided to the Customer by the Company either pursuant to a written request for Network Services or through the Customer's use of the Company's services.

Shared - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Special Access Service - Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Switched Access Service - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Toll VoIP-PSTN Traffic - Interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.

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**SECTION 2: Regulations****2.1 Undertaking of the Company**

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within the states and domestic services where Company provides service, under the terms of this tariff.

**2.1.1 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 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 fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.1.2 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided 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, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company. If the Customer uses the Services, but does not execute a written Service Order, the Customer is deemed to have ordered the Services and is obligated to pay for the Services.

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**SECTION 2: Regulations**2.1.2 Terms and Conditions (Continued)

- C. Service may be terminated at the end of the term by either party providing the other with written notice of termination at least thirty (30) days prior to the termination date. If Customer does not cancel Service before the end of the Initial Term, Company will automatically renew Service for a similar term at rates set forth in this tariff. Any termination shall not relieve Customer of its obligation to pay any charges incurred for Services used or ordered under this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service shall survive such termination.
- D. In the event the Company incurs fees or expenses, including without limitation attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to Company for the payment of all such fees and expenses reasonably incurred.
- E. Service may be terminated upon written notice to Customer if:
  - 1. Customer uses service in violation of this tariff, or
  - 2. Customer uses service in violation of the law.
- F. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- G. Customer shall return all Company-provided equipment delivered to Customer within five (5) days of termination. Said equipment shall be in the same condition as when delivered to Customer, except for normal wear and tear. Customer shall reimburse Company, upon demand, for any reasonable costs incurred by Customer's failure to comply.

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**SECTION 2: Regulations (Continued)****2.1.3 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, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowance for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, including, but not limited to, loss of revenue or profits, for any reason whatsoever including, but not limited to, as a result of any Company service, equipment or facilities, or the acts 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, or of any other state or local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. Company shall not be liable for (1) any act or Omission of any entity furnishing to Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (2) for the acts or omissions of Common Carriers or Warehousemen.
- D. Company shall not be liable for any damages or losses due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. Company is not liable for any defacement of, or damage to, Customer 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 negligence or willful misconduct of the Company's agents or employees.

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**SECTION 2: Regulations (Continued)****2.1.3 Liability of the Company (Continued)**

- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. 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.
- G. Notwithstanding the Customer's obligations as set forth in this Tariff, Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**SECTION 2: Regulations (Continued)****2.1.3 Liability of the Company (Continued)**

- J. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.7, Company's liability, if any, shall be limited as provided herein.
- K. The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's or Customer's End Users own communications; patent infringement claims arising from the Customer's or the Customer's End Users combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another IXC; and all other claims arising out of any act or omission of the Customer or the Customer's End User in connection with any service provided pursuant to this tariff.
- L. 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 loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other 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, location or use of service furnished by Company at such locations.

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**SECTION 2: Regulations (Continued)****2.1.3 Liability of the Company (Continued)**

- M. 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 Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, 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, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If 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 Customers, Company, may, upon written notice, require the use of protective equipment at the Customer's expense.
- N. The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.
- O. With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.
- P. Except as otherwise stated in the Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company within thirty (30) calendar days after the occurrence that gives rise to the claim.

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**SECTION 2: Regulations (Continued)**2.1.4 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 not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period 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.

2.1.5 Provisions of Equipment and Facilities

- A. 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 Customer with, the regulations contained in this tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may 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. 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.
- D. Equipment Company provides or installs at Customer Premises for use in connection with the services Company offers shall not be used for any purpose other than that for which Company provided it.



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**SECTION 2: Regulations (Continued)**2.1.5 Provisions of Equipment and Facilities (Continued)

- E. Customer shall be responsible for the payment of service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. 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. Subject to this responsibility, the Company shall not be responsible for:
  - 1. transmission of signals by Customer-provided equipment or for the quality thereof or
  - 2. the reception of signals by Customer-provided equipment.
- G. The Company reserves the reasonable right to assign, designate or change telephone numbers 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.

2.1.6 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other-costs incurred by or charged to 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.

2.1.7 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 Customer.

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**SECTION 2: Regulations (Continued)****2.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors. Customer shall not create or allow to be placed any liens or other encumbrances on Company equipment or facilities.

**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, license, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of Company's offerings complies with relevant laws and State Public Utilities Commission and Federal Communications Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**SECTION 2: Regulations (Continued)**2.3 Obligations to the Customer2.3.1 The Customer shall be responsible for:

- A. Payment of all applicable charges pursuant to this tariff.
- B. Damage to or loss of Company facilities or equipment caused by the acts or omissions of Customer, by the noncompliance by 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.
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, 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-ways, conduits, and/or roof space for Company's equipment used to provide Network Services to Customer from the Company's designated point of termination to the location of the equipment space described in (c) proceeding. Any associated cost shall be borne entirely by, or may be charged by the Company to, the Customer.
- E. Provide 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 shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any Construction or installation work.
- F. Comply with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as required, and granting or obtaining permission for Company agents or employees to enter the premises of Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service, removing the facilities or equipment of the Company.

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**SECTION 2: Regulations (Continued)****2.3.2 Claims**

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

- A. The loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees.
- 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 Company services and facilities in a manner not contemplated by the agreement between Customer and Company.

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**SECTION 2: Regulations (Continued)****2.3.3 Call Signaling**

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information to the Company on traffic that the Customer delivers for termination on the Company's network:

- A. When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.
- B. When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.
- C. If readily available, Customer shall also send the Jurisdictional Information Parameter (JIP), and Originating Line Information (OLI).
- D. When the Customer uses MF signaling, Customer and Company will work co-operatively on which data will be sent.

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**SECTION 2: Regulations (Continued)****2.4 Reporting Requirements**

When a Customer orders Access Service, Customer shall provide projected Percent Interstate Usage (PIU), Percent Tandem Routed (PTR), and Percentage VoIP Usage ("PVU"), by State and must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges until a revised report is received as set forth herein.

**2.4.1 Percent Interstate Usage (PIU)**

- A. Originating Access: The Customer must provide the Company with a projected PIU, for all originating traffic including, but not limited to, 800, 900, and/or 950 at the State level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s).
- B. Terminating Access: The Customer must provide the Company with a projected PIU factor for all terminating traffic.
- C. If no PIU report is provided, or the report is older than 3 Quarters, Company will derive a PIU for all of Customer's traffic. In the event Company cannot derive PIU, a default PIU of 100% will be used.

**2.4.2 Percent Tandem Routed (PTR)**

- A. Percent Tandem Routed (PTR) factors the percentage of traffic that is Tandem Routed or Direct End Office (DEOT) routed.
- B. PTR is only used for Company traffic originating off-net.
- C. In the event Customer does not provide a PTR, a default percentage of 100% will be used.

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**SECTION 2: Regulations (Continued)****2.4.3 Percentage VoIP Usage ("PVU")**

- A. Toll VoIP-PSTN Traffic is a Customer's interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.
- B. All interstate Toll VoIP-PSTN Traffic and intrastate terminating Toll VoIP-PSTN Traffic will be billed at rates equal to Company's relevant interstate switched access rates as required in 47 C.F.R. §51.913 and the Federal Communications Commission's orders adopting and amending those rules ("Section 51.913").
- C. The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate originating switched access MOU that the Customer receives from the Company in the state and terminates in IP format. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- D. The Company will, likewise, calculate a factor (the "PVU-X") representing the percentage of the Company's total intrastate originating switched access MOU in the state that the Company originates on its network in IP format. This PVU-X shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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**SECTION 2: Regulations (Continued)**2.4.3 Percentage VoIP Usage (Continued)

- E. The Company will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate originating switched access MOU sent by the Company to the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-X factor times (1.0 minus the PVU-C factor).
- F. In the event Customer does not provide PVU-C, Company will apply a PVU of 100% On-Net and 0% Off-Net.

2.4.4 Additional Reporting Requirements

- A. Effective on the first day of January, April, July and October of each year, Customer shall update PIU, PTR, and PVU-C factors.
- B. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing factors for the past three months ending the last day of December, March, June and September, respectively, for each service arranged, 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 billing and will be effective on the bill date for that service. For services billed Annually, the third quarter report is used.
- C. If a billing dispute arises or a regulatory commission questions any factors, the Customer will provide the data used to determine the projected PIU, PTR and/or PVU-C factors. Customer will supply the data within 30 days of the Company request. Company may, at its option, request and Customer provide billing from intermediate Exchange Carriers to Customer.
- D. The Customer shall keep records of call detail from which factors 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 factors. The Company reserves the right to conduct audits at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. If an independent audit has been performed in the previous 12 Months, such report, if requested by Company, shall be provided at no charge to Company.



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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)**2.5 Customer Equipment and Channels2.5.1 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others, including Channel Service Units ("CSU") shall be provided at Customer's Expense.
- B. Access Services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

2.5.2 Inspection and Testing

- A. Upon suitable notification to Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customer is complying with the requirements set forth in Section 2.5.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and/or personnel. The Company will notify Customer promptly if there is any need for further corrective action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request, provide the Customer with technical parameters that the Customer's equipment must meet.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6 Payment for Service(s)**

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

**2.6.1 Taxes and Surcharges.**

- A. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or 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 Company's invoices. Company will charge for any gross receipts tax on the Company's invoice for Local Access Services. Any taxes imposed by 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.
- 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 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 invoice.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. 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 business cycle.

- A. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to Customer by the Company.
- B. The Company shall present invoices for non-usage sensitive Recurring Charges to the Customer in advance in which service is to be provided, and invoices for usage sensitive charges 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 action of the month in which service was furnished will be calculated on a rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service order. In any case, the Service Commencement Date shall be no later than the first day that Customer begins using the Service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor of 1.5%.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.2 Billing and Collection of Charges (Continued)**

- F. Customer Must Dispute Bills or Rates Charged Within 30 Days of Invoice: If a Customer does not give Company written notice of a billing or rate dispute within thirty (30) days from the date the invoice was rendered, such invoice and the charges levied shall be deemed to be correct and binding. In the event Customer disputes any billing or rates, Customer shall notify Company in writing, providing the billing identification, trouble ticket number and an explanation for the dispute, and pay all undisputed charges within thirty (30) days.
- G. The date of the dispute shall be the date on which Customer furnishes Company the account information required above. Company will investigate the dispute and attempt to resolve the billing or rate issues within forty five (45) days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner specified in Section 2.6.2.F
- H. No action or proceeding against the Company disputing bills or rates charged shall commenced unless Customer has first complied with this Section, or in any event more than 90 days after the service is rendered.
- I. The Date of Resolution is the date the Company completes its investigation, provides written notice to Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company, and credits the Customer's account, if applicable.
- J. Upon resolution of dispute, Customer must make payment to Company within 15 days from the Date of Resolution.
- K. For billing disputes resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in Section 2.6.2.E
- L. For billing disputes resolved in favor of the Customer, , the Customer shall receive a credit from Company. This credit will be an amount equal to the disputed amount resolved in Customer's favor.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.3 Advanced Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.6.4 Deposits**

- A. To safeguard its interest, 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 Customer the responsibility for the prompt payment of bills on presentation. The Deposit will not exceed an amount equal to two month's charges for a service or facility plus any applicable termination charges. 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 requesting a security deposit.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, and any accrued interest pursuant to 2.6.2.E, will be applied to the Customer's account and any credit balance remaining will be applied first to any outstanding balances owed to Company, with the remaining amounts refunded to Customer.
- D. An irrevocable Letter of Credit, acceptable to Company, may be used in place of a deposit.
- E. At the Company's option, a deposit may accrue interest at a rate determined by the Company.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.5 Discontinuance of Service**

- A. Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's prior written notice to Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, Company may, by giving 7 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the Customer under Sections 2.6.5.A or 2.6.5.B the Company, in addition to all other remedies that may be available to the Company at law or 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.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.5 Discontinuance of Service (Continued)**

- 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 non-payment. 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. Without incurring any liability, Company may, after giving seven (7) days written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected. 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. Company may, with 14 days notice, discontinue services if Company's invoices are past due. Customer shall pay all amounts due by the end of the notice period.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)**2.6.5 Discontinuance of Service (Continued)

- H. The Company may immediately and without notice discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
1. The Company deems that action is necessary to prevent or to protect against fraud or otherwise protect its personnel, agents, facilities or services.
  2. Customer refuses to furnish, or provide false information, regarding Customer's Credit worthiness, identity, address, its past or current use of Common Carrier Communications services, or its planned use of the Company's service(s).
  3. Customer refuses, or has not complied with, the Deposit requirements of 2.6.4.
  4. 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.
  5. Customer attempts to use service with the intent to avoid payment in whole or in part Including but not limited to using tricks; schemes; false or invalid numbers' false credit devices; and/or electronic devices.
  6. Customer activity causing service degradation to other Customers of Company to Include, but not limited to, excessive call attempts, calls to invalid numbers, and/or traffic pumping, and/or unauthorized calls.



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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.6 Cancellation of Application for Service**

- A. Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits 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 for those specified below.
- 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.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described will be calculated and applied on a case-by-case-basis.

**2.6.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)****2.6.8 Access Services Where More Than One Exchange Carrier is Involved**

- A. All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center. The Customer agrees to pay all tarified charges associated with the Company's provision of switched access service when the Company originates or terminates calls on behalf of the customer.
- B. The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)**2.7 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 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 a 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 repaired or is inoperative but the Customer declines to release it for testing and repair.
- B. For calculating credit allowances, every month is considered having 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. No credit will be allowed for an interruption of less than 12 hours. After the first 12 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company.
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)**

2.7.2 Limitations on Allowances (Continued)

- 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 in which the Customer continues to use the service on an impaired basis.
- F. Interruptions of service during any period when the Customer has released service to Company for maintenance purposes or for implementation of a Customer order for a change in service Arrangements.
- G. Interruption of service due to circumstances or causes beyond the control of the Company.
- H. Should the Customer elect to use an alternative service provided by the Company during the the period that a service is interrupted, the Customer must pay the tariffed rates and charges the alternative service used.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 2: Regulations (Continued)**2.8 Transfers and Assignments

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

2.9 Notices and Communications

- A. 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this tariff will 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. 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.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES****3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff. In those cases where the Customer has used Company's Access Service without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff.

**3.1.1 Ordering Conditions**

- A. The format 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 End User Premises on a single ASR. All details for services for a particular order must be identical.
- B. The Customer shall provide all information necessary for the Company to provide and bill for the requesting service. When placing an order for Access Service, the Customer shall provide customer name; permise(s) address(es); billing name and address (when different from Customer name and address); and contact information in the provisioning, order negotiation, confirmation, interactive design, installation and billing.
- C. 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). The FOC is forwarded to the Customer within 2 business days, or as as soon as reasonably possible, after the date on which all information needed to process the ASR has been received by the Company.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.1.2 Provision of Other Services**

- A. Unless otherwise specified herein, all services offered under this tariff may be ordered with an ASR. In those cases where the Customer has used Company's Services or has used additional services under the terms and conditions of this tariff.
- 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 for a Design Change as set forth in Section 3.2.2(B) will apply when an engineering review is required.
- C. Additional Engineering is not an ordering option, but will be applied to an ASR when 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. Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.2 Access Order**

An ASR may be required by the Company to provide a Customer both Switched and Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. In those cases where the Customer has used Company's Switched and Special Access Service or has obtained new similar services without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff. When placing an order for Direct Connect Service, as described in Section 4.2.1.B.2 the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

**3.2.1 Access Service Date Intervals**

The Company will specify 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, Company will negotiate with Customer on an individual case basis for a due date.



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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.2.2 Access Service Request Modifications**

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

**A. Service Commencement Date Changes:**

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the Original Service Commencement Date by more than 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the Original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the Original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer may be required to place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The Service Date Change Charge is \$ 50.00 plus any third party charges.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.2.2 Access Service Request Modifications (Continued)****B. Design Changes:**

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the Original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The Design Change Charge is \$ 200.00 instance in addition to any applicable Service Date Change Charges and/or third party charges.

**C. Expedited Order Charge**

When placing an Access Order for service(s), a Customer may request a Service Commencement date on an expedited basis. The Company has the exclusive right to accept or deny the Expedite Order request; however, if, upon reviewing availability of equipment and scheduled work load, Company agrees to provide service on an expedited basis with Customer acceptance, an Expedite Charge will apply. The Expedite Charge of \$ 500.00 per order, per occurrence basis.

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

If costs other than additional administrative expenses are to be incurred with the expedite, the regulations and charges for Special Construction as set forth in this tariff applies. In addition, any third party charges will be passed through to the Customer.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.2.3 Cancellation of an Access Service Request:**

- A. A Customer may cancel an ASR for the installation of Switching Access Service at any time prior prior to notification by the Company that service is available for the Customer's use. If the Service is being provided without an ASR, a Customer may cancel the Service at any time prior to use of the Service. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order or service is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of the service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. 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 applied.
- B. Customer may cancel an ASR without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer.
- C. Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.
- D. If the Company misses a service date by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay, and Customer may cancel ASR without incurring cancelation charges.
- E. In the event the Company provides service on an expedited basis on Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 3: ORDERING OPTIONS FOR ACCESS SERVICES (Continued)****3.2.4 Minimum Period of Service**

The minimum period for Access Services 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. Examples include, but not limited to: changing in the identity of the Customer of record; Customer moving to a different building; changing the type of service; changing interface (like DS1 or DS3); or Switched Traffic changes.
- 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 for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
- C. All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 4: SWITCHED ACCESS SERVICES****4.1 General**

Switched Access Service, which is available to Carrier Customers for their use in furnishing their services to End Users or other Customers, including carriers; provides a two-point communications path between a Customer's Premises and an End User or other Customer, including a carrier'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 location to a Customer's Premises, and to terminate calls from a Customer's designated Premises to End User's Premises.

**4.2 Provision and Description of Switched Access Service****4.2.1 Feature Group Access (FG)**

- A. FG Access is provisioned at the DS-1 level and provides trunk-side access to Company's Switches, for Customer's use in originating and terminating communications. Basic FG service is provided with SS7 Signaling. Multi-Frequency and SIP signaling on an ICB basis.
- B. Three types of FG access are available:
  - 1. Tandem Connect Access: Applies when Customer has no direct facilities to the End Office. Traffic routes to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance from Customer's End User location(s) constitutes a constructive order and agreement by Customer to purchase Company's switched access services.
  - 2. Direct Connect Access: This option applies when Customer has dedicated facilities to Company's End Office switches. The transmission path is dedicated to a single Customer. Customer must submit an order for this arrangement, and is provided on an ICB basis.
  - 3. IP Connect Access: This option allows Customer to exchange traffic between Company and Customer using IP SIP signaling. Customer must submit an order for this arrangement, and the arrangement is provided on an ICB basis.

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) for two-way directionality. It is the Customer's responsibility to provide Company with estimated usage for the first three months with order.

**4.2.3 Call Types**

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating Toll Free FG Access
- C. Terminating FG Access

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)**4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access Code will be the assigned number of all FG Access provided to Customer by Company. When the code is used, FG Access switching also provides digit 0 access to Customer's operator service. Originating service may also be available on a presubscription basis whereby the access code is not required. This service requires Direct Connect Access to Customer.

Other supported call types may include FGB over FGD and 500/700/900 access.

4.2.5 Originating Toll Free FG Access

Toll Free Database Access Service is a service offering utilizing originating Trunk Side Switched Access Service. When a Toll Free call is originated by an End User, the Company will perform Customer identification based on screening of the dialed number to determine the Customer call should route to. For End Offices not equipped for Toll Free Database Service, calls will be routed to the Access Tandem, with the Customer identification performed and billed by the Access Tandem Provider.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access End Users who are Subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not complete to 950-XXXX, local operator assistance, Directory Assistance, and 101XXXX codes.

4.3 Reports and Testing

At the request of the Customer, the Company will provide to Customer a Design Layout Report (DLR) describing the makeup of facilities and services provided.

In addition, Company will cooperatively test, at the time of installation, continuity and operational signaling of facilities.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)****4.4 Types of FG Charges**

There are three types of rates and charges applying to Switched Access Services.

- A. Non-Recurring Charges: One-time charges that apply for a specific work activity.
- B. Recurring Charges: Fixed charges applied monthly and depend on the number and type of facilities in place.
- C. Usage Charges: Charges applied on a per access minute and/or per call basis. Usage rates are accumulated over the billing period.

**4.5 Rate Categories**

There are six rate categories applicable to Switched Access Service:

- Common Line
- Transport
- End Office
- Toll Free Database Charge
- IP Connect
- Optional Features

**4.5.1 Common Line**

The Common Line rate category establishes charges related to the use of End User Common lines by Customer and End Users for interstate access



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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)**4.5.2 Transport

The transport rate category establishes charges related to the transmission and tandem switching facilities between Customer and End Office(s). Transport rate elements also apply between a Host End Office and a Remote End Office. Transport rate elements between the Host End Office and Customer do not apply with IP Connect Access, except usage between Host and a Remote office.

4.5.3 End Office

The End Office rate category establishes the charges related to the use of end office switching equipment, terminations, and/or functionality to connect the End User to the PSTN.

4.5.4 Toll Free Database Charge

For each Toll-Free 8XX call queried by Company, a Toll Free Database Charge per call attempt applies.

4.5.5 IP Connect

The IP Connect rate category establishes charges for Customer to connect via IP to reach Company's End Office switches. Service is available on an ICB basis. Customer will be responsible for transport to Company's IP network. IP Connect calls between Customer and the Host End Office is not subject to the transport rate elements except for usage between the Host and Remote Offices.

4.5.6 Optional Features

Certain Optional Features may be available on an ICB basis where the technical capability exists.

For Local Number Portability, description and charges are located in Section 4.8.

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)****4.7 Billing of Access Minutes**

When recording originating calls over FG Access with inband address signaling, usage measurement begins when the first wink supervisory signal is forwarded from Customer's facilities.

For terminating calls over FG Access with inband address signaling, the measurement of access minutes begins when a seizure signal is received by Company's equipment.

For inband address signaling, Usage ends when disconnect supervision is received and Company's equipment releases the call.

When recording originating calls over FG Access with SS7 address signaling, usage measurement begins with the transmission of the initial address message by Company for non-Tandem trunk groups or exit message for tandem routed traffic.

When recording terminating calls over FG Access with SS7 address signaling, usage measurement begins when Company's Equipment receives an Answer Message, or detected the End User answered.

For SS7 address signaling, usage measurement ends disconnect message is received and Company's equipment releases the call.

When recording originating calls over IP Connect, Originating usage starts when SIP INVITE is sent to Customer. Terminating usage starts when Company detects answer toward End User. Usage measurement ends when appropriate SIP Messages are received and Company's equipment releases call.

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)****4.8 LNP Query Charge**

Local Number Portability (LNP) allows an End User to maintain the same Directory Number when changing from one service provider to another and complete calls to numbers that have been ported.

LNP Query Service uses Company's capability to query the Local Number Portability Databases for determining the Local Routing Number (LRN) identifying the switch serving the End User. The service also indicates if the End User has not ported the TN to a new service provider.

When more than one network is involved in completing the call, the network prior to the termination (the N-1 Network) is normally responsible for querying the LNP Database. When a third party tandem is between Company and Customer, the Customer shall be considered the N-1 Network. When Customer is directly connected to Company, Customer shall be considered the N-1 Network.

When Customer does not perform the database query, and Company's equipment performs the query, the LNP query charge applicable on a per call basis with the rates in Section 4.9 or Section 4.10.

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)**4.9 On-Net Rates and Charges

Rate Element	Monthly Recurring	Non-Recurring
Entrance Facility DS1	ICB	ICB
Entrance Facility DS3	ICB	ICB
Mileage DS1 Fix	ICB	ICB
Mileage DS1 Per-Mile	ICB	ICB
Mileage DS3 Fixed	ICB	ICB
Mileage DS3 Per-Mile	ICB	ICB
DS3 to DS1 Multiplexing	ICB	ICB
Dedicated Trunk Port	ICB	ICB
IP Connect (Per arrangement)	\$ 150.00	\$ 500.00
Per Call Charges	Rate per Call	
Toll Free Database Query	\$ 0.002391	
Local Number Portability Query	\$ 0.002000	

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)****4.9 On-Net Rates and Charges (Continued)**

Per Minute Rate Element	Originating	Terminating
Tandem Switching	*	*
Tandem Switched Transmission	*	*
Tandem Multiplexing	*	*
Network Blocking Charge	*	*
Local Switching	*	*
Common Trunk Port	*	*
Carrier Common Line	None	None
IP Connect	\$ 0.0020	\$ 0.0020

\* Pursuant to 47 CFR § 61.26(b), Company adopts as its own the rates specified in the Cincinnati Bell FCC Tariff number 35 Section 6.8.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 4: SWITCHED ACCESS SERVICES (Continued)**

**4.10 Off-Net Rates and Charges**

Pursuant to 47 CFR § 61.26(b), Company adopts as its own the rates specified in AT&T Communications Tariff FCC Number 28 Sections 17.13.3(H) to 17.15.1 inclusive.

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**INTERSTATE ACCESS SERVICE**

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**SECTION 5: SPECIAL ACCESS SERVICE**5.1 General

Special Access Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

5.2 Transmission Service

- A. Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.
- B. Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps	(DS-0)
1.544 Mbps	(DS-1)
44.736 Mbps	(DS-3)
- C. Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB).
- D. All Special Access Services and any applicable rates and charges are provided on an ICB basis.

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**SECTION 6: END USER ACCESS SERVICE**

6.1 End User Common Line Charge

The End User Common Line (EUCL) Charge is a monthly, flat-rated charge assessed to End Users for for each local exchange service line or trunk.

6.2 Rates and Charges

Pursuant to 47 CFR § 61.26(b), Company adopts as its own the rates specified in AT&T Communications Tariff FCC Number 28 Sections 17.4.

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