

## **INTERSTATE ACCESS SERVICE**

This tariff contains the Regulations, Rates and Charges applying to the provision of interstate switched exchange access service by DoveTel Communications, LLC d/b/a SyncGlobal Telecom.

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This tariff is on file with the Federal Communications Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 1090A Pacific Avenue, Bremen, Georgia 30110.

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Issue Date: August 1, 2013

Effective Date: August 2, 2013

Issued by:

Kyle Williamson - Chief Executive Officer  
1090A Pacific Avenue  
Bremen, Georgia 30110

### Check Sheet

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

Sheet	Revision	Sheet	Revision
1*	Fourth Revised	31	Original
1.1	Original	32	Original
2	First Revised	33	Original
3	First Revised	34	Original
4	Original	35	Original
5	Original	36	Original
6	First Revised	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	First Revised
10	First Revised	41	First Revised
11	First Revised	41.1	Original
12	Original	42	First Revised
13	Original	43*	Fourth Revised
14	Original	44*	Fourth Revised
15	Original	45*	Fourth Revised
16	Original	46*	Fourth Revised
17	Original	47*	Fourth Revised
18	Original	48*	Fourth Revised
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20	Original	50*	Fourth Revised
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Sheet	Revision	Sheet	Revision
56	Original		
57	Original		
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TABLE OF CONTENTS

1.	APPLICATION OF TARIFF .....	4
2.	EXPLANATION OF SYMBOLS .....	5
3.	DEFINITIONS AND TERMS.....	6
4.	PROVISIONING OF SERVICE .....	10
4.1.	Description of Switched Interstate Access .....	10
4.2.	Regulations .....	13
4.3.	Obligations of the Company .....	16
4.4.	Liability of the Company .....	20
4.5.	Obligations of the Customer .....	23
5.	SWITCHED ACCESS SERVICE ORDERING.....	28
5.1.	General.....	28
5.2.	Ordering Conditions .....	28
5.3.	Access Service Requests (ASR) .....	29
5.4.	Access Service Request Modifications.....	29
5.5.	Access Service Request Cancellations.....	32
5.6.	Access Service Date Intervals.....	33
6.	APPLICATION OF DEPOSITS, PAYMENTS AND CHARGES .....	34
6.1.	General.....	34
6.2.	Deposits .....	34
6.3.	Advance Payments.....	34
6.4.	Payment of Charges .....	35
6.5.	Minimum Period .....	36
6.6.	Disputes .....	36
6.7.	Late Payment Charges .....	37
6.8.	Special Construction Charges .....	38
6.9.	Non-Sufficient Funds (NSF) Charge .....	38
7.	RATES, CHARGES AND FEES .....	39
7.1.	Explanation of Access Elements.....	39
7.2.	End User Access Service .....	40
7.3.	Switched Access Service .....	42
7.4.	800 NPAS Service .....	58
7.5.	Primary Interexchange Carrier (PIC).....	58
7.6.	Billing Name and Address (BNA).....	59
7.7.	Carrier Identification Code (CIC).....	60
7.8.	CIC Consolidation .....	60
8.	ORDERING, RATING AND BILLING - MORE THAN ONE LEC.....	61
8.1.	General.....	61
8.2.	Meet Point Billing.....	64
8.3.	Rating and Billing of Service.....	64

**Issuing Carrier**

DoveTel Communications, LLC d/b/a SyncGlobal Telecom

**Other Carriers**

None

**Concurring Carriers**

None

**Connecting Carriers**

None

**Other Participating Carriers**

None

**1. Application of Tariff**

This Tariff sets forth the offerings, rates, terms and conditions applicable to the provision of Competitive Interstate Switched Exchange Access Services (“Service”) by DoveTel Communications (“the Company”).

The rates and regulations contained in this Tariff apply only to the Services furnished by the Company and do not apply, unless otherwise specified, to lines, facilities, or Services provided by any other Local Exchange Carrier or other Carrier for use in accessing the Services of the Company.

The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of the Company to exercise any right under this Tariff, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option hereunder.

The provision of Service is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.

The Company reserves the right to offer its Customers a variety of services as deemed appropriate by the Company.

## **2. Explanation of Symbols**

The following symbols are used herein to identify schedule and text changes:

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

### **3. Definitions and Terms**

**Access Code:** Denotes uniform code assigned to an individual Customer. The code has the form 10XXX or 0XXXXX.

**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:** A Local Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and the Customers' Premises.

**Advance Payment:** Part or all of a payment required before the start of Service.

**Applicant:** Any entity or individual who applies for Service offered under this Tariff.

**AT&T:** BellSouth Telecommunications, LLC d/b/a AT&T.

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**Authorized User:** Any entity or individual authorized by the Customer to use the Service.

**Carrier:** Denotes any individual, partnership, association, joint stock-company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges. Also, see "Customer" and "Interexchange Carrier (IXC)."

**Channel or Circuit:** A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

**Commission:** The Federal Communications Commission (FCC).

**Company:** DoveTel Communications, LLC, the issuer of this Tariff.

**Customer:** A person, firm, corporation or other entity that subscribes to the services offered under this Tariff. The Customer is responsible for the payment of charges for Service and for compliance with Tariff regulations. See "Carrier" and "Interexchange Carrier (IXC)."

**Deposit:** Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.



End User: Any individual, association, corporation, governmental agency or any other entity other than an IXC which uses interstate service, and specifically includes Company's and IXC's customers.

Force Majeure: Causes beyond the Company's control, including but not limited to:

1. Acts of God, fire, flood, explosion or other catastrophes;
2. 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 other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority;
3. National emergencies; insurrection; riots; wars;
4. Unavailability of rights-of-way or materials;
5. Strikes, lockouts, work stoppages or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday.

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

Interexchange Carrier (IXC): A long distance telecommunications services provider. See "Carrier" and "Customer."

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

LATA: Local Access and Transport Area.

Local Exchange Carrier (LEC): A provider of local telephone service.

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.

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

**National Security Emergency Preparedness (NSEP) Services:** Services that are subject to the Telecommunications Service Priority System set forth in the Appendix to 47 CFR Part 64 for the provision and restoration of telecommunications services in the event of invocation of the President's war emergency powers.

**Network:** The Company's network located in the continental United States.

**Non-Recurring Charge (NRC):** The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

**Point of Presence (POP):** Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

**Premises:** Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an IXC it wishes to access, without an Access Code, for completing interLATA toll calls and/or intraLATA toll calls. The End User may select one IXC for completing interLATA toll calls and another for completing intraLATA toll calls, or may select the same IXC to complete both. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC) for interLATA toll, and as the End User's intraLATA Primary Interexchange Carrier (LPIC) for intraLATA toll. The End User may select any IXC that orders Feature Group D Switched Access at the Local Switching Center that serves the End User.

**Service:** The telecommunications services offered by the Company provided under this Tariff.

**Service Commencement Date:** The first day following the date on which the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service that 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 Customer used the Service.

Service Order: The request for facilities or Service by an Applicant or Customer. See also ASR.

Switched Access: Access to or from the switched network of a Local Exchange Company for the purpose of originating or terminating communications.

Station: Telephone equipment from or to which calls are placed.

Termination of Service: Discontinuance of both incoming and outgoing Service.

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

Wire Center: Denotes a building in which the Company's switch used for the provision of Telephone Exchange Services is located.

#### **4. Provisioning of Service**

##### **4.1. Description of Switched Interstate Access**

###### **4.1.1. General**

Switched Access provides two-point communications paths between the point of termination at a Carrier's Point of Presence and the points of termination at the Company's end user premises within the Access Area. Each path is established through the use of Switched Transport, End Office Services, and Common Lines. Switched Access provides for the ability to originate calls from an end user's premises to the Customer's Point of Presence and to terminate calls from the Customer's Point of Presence to an end user's premises.

Switched Access Feature Groups are ordered in quantities of lines or trunks. FGD Access Service is furnished on a per-trunk basis in accordance with the capacity ordered in trunks.

Currently, the Company will only provide Switched Access Service via trunking arrangements between the Company's Switch and the Tandem Switch of the incumbent Local Exchange Carrier serving the rate center.

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Switched Access may be ordered by the Customer for mixed intrastate and interstate communications. If the jurisdiction of the call cannot be determined, then the development of a Percentage Interstate Usage (PIU) factor is required in order to estimate the amount of interstate traffic versus intrastate traffic.

###### **4.1.2. Types of Switched Access Offered**

Feature Groups are arranged for originating, terminating, or two-way calling, based on the end office switching capacity ordered. Originating calling permits the delivery of calls from the Company's exchange service locations to the Customer's premises.

Terminating calling permits the delivery of calls from the Customer's premises to Company's exchange service locations.

**4. Provisioning of Service (Cont'd.)**

**4.1. Description of Switched Interstate Access (Cont'd.)**

**4.1.3. Description of Feature Groups**

Company will provide Switched Access Feature Groups as follows:

**Originating and Terminating FGD:**

Switched Access will be provided as Feature Group D Service to Company end offices routed via the incumbent Local Exchange Carrier's access tandem to the Company's switch. FGD is defined as a trunk-side connection to the Company's network. The use of a line side connection is not offered through this Tariff. The Company's network provides answer and disconnect supervisory signaling and wink start pulsing signals except when SS7 Out-of-Band Signaling is specified.

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**4.1.4. Jurisdictional Determination**

- (A) Where the jurisdiction of Switched Access traffic can be determined from the call detail, the Company will bill according to such jurisdiction. Otherwise the Company will apply the applicable PIU reported by the Customer. If jurisdiction cannot be determined from call detail or jurisdictional reports, the default interstate percentage will be applied. The default PIU is 50%.

**4. Provisioning of Service (Cont'd.)**

**4.1. Description of Switched Interstate Access (Cont'd.)**

**4.1.4. Jurisdictional Determination (Cont'd.)**

- (B) For terminating FGD and originating 800 Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 800 minutes, as outlined below in (C).
- (C) For Customer provision of jurisdictional information, the following requirements apply:
1. The Customer will provide quarterly reports indicating the percent of total Company-provided Switched Access usage that is interstate and intrastate.
  2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.
  3. The Customer will maintain records of call detail from which the jurisdictional determination is made. The Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Customer alone is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges between the interstate and intrastate jurisdictions for the next three months' billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports revised jurisdictional information to the Company.
  4. In the event the Customer fails to provide a report for one or more quarters, the Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
  5. No revisions to bills preceding the effective date of a revised jurisdictional information will be made based on the report.

#### **4. Provisioning of Service (Cont'd.)**

##### **4.2. Regulations**

##### **4.2.1. Changes and Substitutions**

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. § 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any equipment, facilities or systems used in providing Service under this Tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the Service as originally ordered by the Customer, the Company will notify the Customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- (A) Should a major change occur, the Company shall notify the Customer at least ninety (90) days in advance. A major change is described as any change in telephone equipment that will affect the technical parameters of the interface (*e.g.*, level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).
- (B) Should a minor change occur, the Company shall notify the Customer at least thirty days in advance. A minor change is described as any change in telephony-related equipment that will not affect the technical parameters of the interface (*e.g.*, level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

The Company will work cooperatively with the Customer relative to the redesign and implementation required by the change in operating characteristics.

**4. Provisioning of Service (Cont'd.)**

**4.2. Regulations (Cont'd.)**

**4.2.2. Discontinuance and Refusal of Service**

The Company may discontinue the provision of the Service to any Customer not complying with the provisions of this Tariff. In case of such discontinuance, all applicable charges shall become due.

If the Customer repeatedly fails to comply with the provisions of this Tariff in connection with the provision of Service, and fails to correct such course of action after notification is provided, the Company may refuse applications for any additional Service to the non-complying Customer until the noncompliance is corrected.

**4.2.3. Preemption of Service**

In certain instances, *i.e.*, when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Company deems it necessary to preempt, then the Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in this Tariff.



**4. Provisioning of Service (Cont'd.)**

**4.2. Regulations (Cont'd.)**

**4.2.4. Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by anyone other than the Company shall not interfere with or impair service over any facilities of the Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their equipment, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with the above, the Company will, where practicable, notify the Customer, as appropriate, that temporary discontinuance of Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the Service if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as in this Tariff is not applicable.

**4.2.5. Unlawful Use of Service**

The Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises the Company in writing that such Service is being used in violation of law. The Company will refuse to furnish Service when it has reasonable grounds to believe that such Service will be used in violation of law.

**4.2.6. Ownership of Equipment, Facilities and Systems**

Title to all equipment, facilities and systems provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities, if any, on behalf of the Company.

**4. Provisioning of Service (Cont'd.)**

**4.3. Obligations of the Company**

**4.3.1. Scope**

The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Company. The Company is not responsible to any entity or its respective Customers for any service provided by that entity or to any entity that purchases access to the Company Network or uses any of the Company's facilities or Services in order to originate or terminate its own services or to communicate with its own Customers. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

**4.3.2. Installation and Termination of Equipment, Facilities and Systems**

Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's facilities at a suitable location inside a customer designated location, and will be installed by the Company to such point of termination.

The Company, to the extent that such facilities are or can be made available with reasonable effort, and after provisions have been made for the Company's local service, will provide to the Customer, upon reasonable notice, facilities offered in other applicable sections of this Tariff at rates and charges specified therein.

When Service is provided to a Customer under this Tariff jointly with another telephone company, the service must be connected to tandem access facilities of another telephone company.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company and the channels, facilities or equipment of others must be provided at the Customer's expense.

Access Services may be connected to the Services of other Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other Carriers that are applicable to such connections.

**4.3.3. Maintenance of Equipment, Facilities and Systems**

The Company shall maintain its equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

**4. Provisioning of Service (Cont'd.)**

**4.3. Obligations of the Company (Cont'd.)**

**4.3.4. Shortage of Equipment, Facilities or Systems**

Service is offered subject to the availability of facilities, equipment, or systems and the Company's ability to fulfill the request for Service under the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

**4.3.5. Notification of Service-Affecting Activities**

Where possible, the Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

**4.3.6. Refusal and Discontinuance of Service**

- (A) Upon nonpayment of any amounts owing to the Company, the Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.
- (B) 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.
- (C) Upon violation of any of the other material terms or conditions for furnishing Service, the Company, by giving 30 days' prior notice in writing to the Customer, may discontinue or suspend Service if such violation continues during that period without incurring any liability.
- (D) 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.
- (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) In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**4. Provisioning of Service (Cont'd.)**

**4.3. Obligations of the Company (Cont'd.)**

**4.3.6. Refusal and Discontinuance of Service (Cont'd.)**

- (G) If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Company will begin applying a closed account maintenance charge of 20% of the balance per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.
- (H) 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.
- (I) When more than one company provides Access Service, 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 effective 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.
- (J) In its sole discretion, the Company may discontinue the furnishing 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, to protect against fraud, or to otherwise protect its personnel, agents, facilities or Services. The Company may discontinue Service pursuant to this sub-section if:

**4. Provisioning of Service (Cont'd.)**

**4.3. Obligations of the Company (Cont'd.)**

**4.3.6. Refusal and Discontinuance of Service (Cont'd.)**

- a. The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of Carrier Services or its planned use of Service(s); or
- b. The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Carrier Services, or its planned use of the Company's Service(s) under the Tariff; or
- c. The Customer states that it will not comply with a request of the Company for Advance Payment or Deposit; 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 Services provided under the Tariff, 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 avoid the payment, either in whole or in part, of the Tariffed charges for the Service by:
  - 1) Using or attempting to use Service by rearranging, tampering with, or making connections to the Company's Service not authorized by this Tariff; or
  - 2) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
  - 3) Any other fraudulent means or devices.
- g. Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or
- h. Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period.

**4. Provisioning of Service (Cont'd.)**

**4.3. Obligations of the Company (Cont'd.)**

**4.3.6. Refusal and Discontinuance of Service (cont'd)**

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 bills due and owing for Service(s) furnished up to the time of discontinuance.

If a Service is disconnected by the Company in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to all applicable installation charges. In addition, in order to have Service restored, the Customer must:

1. Have an outstanding Balance Due to the Company of \$0.00;
2. Be responsible for all installation charges associated with restoral of service; and
3. Provide Company with an Advance Payment, if requested.

**4.4. Liability of the Company**

The Company shall not be liable to the Customer, Authorized User, or End User for, and the Customer and any Authorized User or End User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- (A) Libel, slander, defamation, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or patent infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, Services, functions, or products provided by the Customer, Authorized User, or End User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer, Authorized User, or End User, at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- (B) A breach in the privacy or security of communications transmitted over its facilities; or

**4. Provisioning of Service (Cont'd.)**

**4.4. Liability of the Company (Cont'd.)**

- (C) Mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- (D) Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided or End User-Provided equipment or Premises wire; or
- (E) The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages; or
- (F) Violations of the Customer's obligations under this Tariff; or
- (G) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees; or
- (H) Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company, the Customer or End User, to the extent caused by or resulting from the negligent act or omission of the Company or the negligent or intentional act or omission of the End User, or their employees, agents, representatives, invitees or Authorized Users; or
- (I) Any delay or failure of performance or equipment due to a Force Majeure condition; or
- (J) Failure to disclose the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable Commission rules and regulations related thereto; or
- (K) Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or

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**4. Provisioning of Service (Cont'd.)**

**4.4. Liability of the Company (Cont'd.)**

- (L) Any act, error, omission, fraudulent acts of a third party, interruption, delay, or defect caused by or contributed to by:
1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
  2. The Customer or End User, or any third party acting as their agent, in connection with Company-provided or Customer-provided facilities or equipment including, but not limited to, the Customer's or End User's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer or End User to the Company's network; or
  3. A third party.

The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to, mistakes, omissions, interruptions, disconnection, delays, fraudulent acts of a third party, errors, defects, or representations, whether caused by acts or omissions, shall be limited to the lesser of \$500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions 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 the Customer or End User as a result of any Company Service, equipment or facilities, acts of a third party, or the acts or omissions, fraudulent acts of a third party, or negligence of the Company, its employees or agents.

The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors, shall be limited to the lesser of \$500 or, in the event of failure of Service, to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer or End User as a result of any service, equipment or facilities, acts of a third party, or the acts or omissions or negligence of the Company's suppliers and vendors, its employees or agents.

The Company shall not be liable for any damages, including refund or cancellation of usage charges, that Customer may incur as a result of fraud or the unauthorized acts of third parties resulting in the use of the Company's Services. Customer shall be fully liable for all such charges.



#### **4. Provisioning of Service (Cont'd.)**

##### **4.4 Liability of the Company (Cont'd.)**

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 two (2) years after the Service is rendered.

The Company makes no warranties or representations with respect to its Service, except those expressly set forth in this Tariff.

The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.

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 End User, or any third party acting as their agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

##### **4.5. Obligations of the Customer**

###### **4.5.1. General**

The Customer shall be responsible for:

- (A) Payment of all applicable Charges and Fees pursuant to this Tariff; and
- (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 its Authorized User or End User; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's or End User's Premises; and
- (C) Providing at reasonable 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; and

**4. Provisioning of Service (Cont'd.)**

**4.5. Obligations of the Customer (Cont'd.)**

**4.5.1. General (Cont'd.)**

- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. 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 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 section prior to accepting a Service Order; and
- (E) Ensuring that its equipment and/or system or that of its agent or End User 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 or End User and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers or End Users. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Company equipment, personnel, or the quality of Service to other Customers, 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; and
- (F) Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

**4.5. Obligations of the Customer (Cont'd.)**

**4.5.1. General (Cont'd.)**

- (G) 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's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- (H) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities leased by the Customer from the Company; and
- (I) Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- (J) Promptly notifying the Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

**4.5.2. Notices and Communications**

The Customer will designate on the Service Order an address to which the Company will 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 will be mailed.

The Company will designate on the Service Order an address to which the Customer will 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 will mail payment on that bill.

All notices or other communications required to be given, pursuant to this Tariff, will be in writing unless otherwise provided.

The Company or the Customer will 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.

**4. Provisioning of Service (Cont'd.)**

**4.5. Obligations of the Customer (Cont'd.)**

**4.5.3. Claims**

- (A) The Customer shall indemnify, defend and hold harmless the Company as set forth in this Tariff.
- (B) The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

**4.5.4. Transfer and Assignments**

The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Company without the written consent of the Company and payment of the applicable charges.

**4.5.5. Inspections**

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

**4.5.6. Temporary Surrender of Service**

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity relating to an Access Service Request. If the Customer consents, or in the instance of preemption under NSEP Treatment as set forth in this Tariff, a credit allowance will be granted. The credit allowance will be determined in accordance with this Tariff.

**4. Provisioning of Service (Cont'd.)**

**4.5. Obligations of the Customer (Cont'd.)**

**4.5.7. Interruptions of Service**

It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.

A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.

If the Customer reports to the Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to the customer premises for test and repair by the Company or an agent of the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Company to be impaired.

The Customer will be responsible for the payment of service charges as set forth herein 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.

A credit allowance will not be extended for repair of Company owned facilities.

## **5. Switched Access Service Ordering**

### **5.1. General**

This Section sets forth the rules and regulations related to ordering Service, as defined in this Tariff.

### **5.2. Ordering Conditions**

All Services offered under this Tariff will be ordered using an Access Service Request (ASR), unless otherwise specified herein. 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:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address); and,
3. 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 Date, at the time the Company gives the Customer an Order Confirmation Date.

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**5. Switched Access Service Ordering (Cont'd.)**

**5.3. Access Service Requests (ASR)**

When a Customer requests new or additional Switched Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of services being requested. When placing an order, 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.

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 will apply when an engineering review is required. Additional engineering is not an ordering option, but will be applied to an ASR when the company determines that additional engineering is necessary to accommodate a Customer request.

Additional engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company already has 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 engineering, a firm order will be established. If the Customer does not want the Service 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 engineering may not exceed the original estimated amount by more than 10 percent.

**5.4. Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service 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 increase in the number of Switched Access Service lines, Trunks, transport facilities, out of band signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Commencement Date interval.

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**5. Switched Access Service Ordering (Cont'd.)**

**5.4. Access Service Request Modifications (Cont'd.)**

**5.4.1. Service Date Change Charge**

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service Commencement Date may not exceed the original Service Date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Date Change Charge will apply. In addition, when the 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 Change 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 Company will cancel the order on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the Service, the Customer must 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 as set forth in the Tariff.

**5.4.2. Design Change Charge**

The Customer may request a Design Change to the Service(s) ordered. A Design Change is any change to an ASR that requires Engineering Review. An Engineering Review is a review by Company personnel of the Service(s) 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 a change in the type of Transport Termination. 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 applicable charges set forth in this Tariff, are in addition to any Additional Labor or Service Date Change Charges that may apply.



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**5. Switched Access Service Ordering (Cont'd.)**

**5.4. Access Service Request Modifications (Cont'd.)**

**5.4.3. 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 Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company. The request for an earlier Service Commencement 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 Commencement Date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide Service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite 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, a Service Date Change Charge will apply in addition to the Expedite Charge. In the event that the Customer cancels an expedite request, the Expedite 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 Expedite Charge will still apply.

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

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply. The Expedited Order Charge will apply on a per order/per occurrence basis, as specified in this Tariff.

**5. Switched Access Service Ordering (Cont'd.)**

**5.5. Access Service Request Cancellations**

A Customer may cancel an ASR for the installation of Switched 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 cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a 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. However, the new Service Commencement Date cannot exceed the originally established Service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original Service Date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in this Tariff. If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply. Cancellation charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

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 riots or wars, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

**5. Switched Access Service Ordering (Cont'd.)**

**5.6. Access Service Date Intervals**

Access Service is provided within one of the following Service Date intervals:

1. Standard Interval;
2. Negotiated Interval.

The Company will specify an Order Confirmation Date and a Service Commencement Date contingent on the ASR being complete as received. To the extent that 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:

**5.6.1. Standard Interval**

The standard interval for Switched Access Service will be 10 business days (Standard Interval) from the Application Date. This interval applies only to standard Service offerings for a Customer that is at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

**5.6.2. Negotiated Interval**

The Company will negotiate a Service Date interval (Negotiated Interval) with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. 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
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval, or, when there is no Standard Interval, the Company-offered Service Date. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

## **6. Application of Deposits, Payments and Charges**

### **6.1. General**

This Section sets forth the types of deposits, payments and charges that are defined in this Tariff for provisioning Switched Access Service.

### **6.2. Deposits**

The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months usage.

Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

### **6.3. Advance Payments**

To safeguard its interests, the Company may also require a Customer to make an Advance Payment before Services are provided to the Customer. Where Special Construction is involved, the Advance Payment may include an amount equal to the estimated Non-Recurring Charge and/or Labor Charges for the Special Construction and any estimated Recurring Charges for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's first bill.

An Advance Payment may be required in addition to a Deposit. The Advance Payment is due ten (10) business days following the date the Company confirms acceptance of the order, or on the application date, whichever is later. If the Advance Payment is not received by such payment date, the order may be cancelled. If a Customer cancels an order for Service, the order will be withdrawn. Any Advance Payment made will not be credited or refunded.

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**6. Application of Deposits, Payments and Charges (Cont'd.)**

**6.4. Payment of Charges**

- (A) The Company shall bill for all charges incurred, applicable taxes, and credits due the Customer for Service. Access bills will conform to current industry guidelines as established by the Ordering and Billing Forum (OBF) in the CABS — BOS Output Specifications and will be updated in a timely manner as these guidelines change.
- (B) Primary bills will be provided in electronic format at no charge. Additional charges may apply for bills requested in Alternate bill media, including paper or CD-ROM.
- (C) All bills to the Customer are due (Payment Due Date) 30 days after the bill date or by the next bill date (*i.e.*, same date in the following month as the bill date), whichever is the shortest interval. In the event the Customer does not remit payment in immediately available funds by the payment date, Service may be discontinued as specified in this Tariff.
- (D) If the entire amount billed is not received by the Company in immediately available funds by the Payment Due Date, an additional Late Payment Charge as described later in this Tariff may apply.
- (E) If such payment date would cause payment to be due on a Saturday, Sunday or Holiday, payment for such bills will be due from the Customer as follows:
  - a) If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday;
  - b) If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.
- (F) 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 less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.
- (G) Adjustments for Services discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Company will, upon request, and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (I) In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**6. Application of Deposits, Payments and Charges (Cont'd.)**

**6.5. Minimum Period**

The minimum period for which Access Service is provided and charges are applicable is one month. For discontinuances of Service, all applicable charges for the one-month period will apply. All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

**6.6. Disputes**

If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within 60 days of the payment due date, such invoice shall be deemed to be correct and binding on the Customer.

If a Customer provides Company with a written notice of a dispute within 60 days of the payment due date, Customer must also provide sufficient documentation to support the claim within 10 working days from the date the Company is notified of the dispute.

This documentation must include:

1. A clear and full explanation of the basis of the dispute;
2. The account number under which the bill has been rendered;
3. The date of the bill, and details sufficient to identify the specific amounts and items in dispute.

The Company will assess or credit late payment charges on disputed amounts to the Customer as follows:

1. If resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no late payment charges will apply;
2. If resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as specified in this Tariff;
3. If resolved in favor of the Customer and the Customer has withheld the disputed amount, the Customer shall be credited for each month or portion thereof that the late payment charge was applied against the disputed amount.

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**6. Application of Deposits, Payments and Charges (Cont'd.)**

**6.7. Late Payment Charges**

Bills are considered past due 30 days after the bill date or by the next bill date (*i.e.*, same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds. If the Company does not receive the entire amount billed, exclusive of any amount disputed by the Customer, within 30 days after the bill date in funds that are immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be:

1 and ½% (.015) per month,

and will be applied for each month or portion thereof that an outstanding balance remains.

If the undisputed amount of an invoice should remain unpaid more than 30 days past its payment due date, *i.e.*, 30 days past the payment due date, the Company shall have the right, in its sole discretion, to take any or all of the actions set forth in this Tariff with regard to refusal and discontinuance of service and collections pursuant of charges outstanding.

In the event that a billing dispute is resolved in favor of the Customer, no late payment charge will apply to the disputed amount, and the Customer will receive a credit equal to any overcharged amount. The late payment charge shall be applicable to all amounts resolved in favor of the party owed.

Late Payment Charges applicable to End User ordering of Access are as provided for in the Company's Local Exchange Service Tariff or Customer Service Agreement.

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**6. Application of Deposits, Payments and Charges (Cont'd.)**

**6.8. Special Construction Charges**

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

1. Where facilities are not presently available and there is no other requirement for the facilities so constructed; or are of a type other than that which the Company would normally utilize in the furnishing of the Services; or
2. Where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its Services; or
3. Where facilities are requested in a quantity greater than that which the Company would normally construct; or
4. Where installation is to be on an expedited basis; or on a temporary basis until permanent facilities are available; or installation involving abnormal costs; or in advance of its normal construction schedules.

Where the Company furnishes a Service on a Special Construction basis, charges will be based on the costs incurred and may include:

1. Non-recurring type charges;
2. Recurring type charges;
3. Termination liabilities; or
4. Combinations thereof.

The agreement for Special Construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

If any additional access rate elements that are billable become allowable with the Special Construction (*i.e.*, direct trunk connection into the Company's Switch), and are not currently in Company's Tariff, they will be incorporated into the Tariff and approved by the appropriate regulatory body prior to the Special Construction being provided to the Customer. Other charges relating to the Special Construction will be negotiated and agreed to between Customer and Company on an Individual Case Basis (ICB).

**6.9. Non-Sufficient Funds (NSF) Charge**

When a check or credit card that has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is refused for insufficient funds by a financial institution, or is drawn on a closed or non-existent account, the Customer will be assessed a Non-Sufficient Funds charge.



**7. Rates, Charges and Fees**

**7.1. Explanation of Access Elements**

Company is providing service according to the following arrangement. The equivalent of an “End Office” switch is located in its territory. Company’s End Users and those of any interconnected VoIP service provider to whom the Company provides interconnection to the Public Switched Telephone Network are serviced off of that switch. If one of such End Users places an interstate long distance call, the call is routed to the incumbent Local Exchange Carrier’s Access Tandem. From there, it is carried to the Interexchange Carrier’s Point of Presence. Company does not provide for direct Trunked connection at this time for long distance carriers.

## 7. Rates, Charges and Fees (Cont'd.)

### 7.2. End User Access Service

#### General Description

End User Access Service provides for the use of an End User Common Line (EUCL) by an end user. End User Access Service consists of EUCL Charges. Access Recovery Charges (ARC) and Federal Universal Service Fee (FUSF) Charges. The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its Local Exchange Tariff. (T)

#### Service Provisioning

Use of an EUCL by an end user will be provided when the End User obtains local exchange service from the Company. The Company will be responsible for billing the End User customers the applicable End User Access Service charges.

The following items are not provided as part of End User Access Service:

1. Telephone number;
2. Detail billing;
3. Directory listings;
4. Intercept arrangements.

#### Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for End User Access Service. The EUCL Charge is billed on a per month basis to the End User customer of the Company for the associated local exchange service based upon the local exchange service types set forth in **End User Common Line (EUCL)** following.

The ARC is billed on a per month basis to the End User customer of the Company for the associated local exchange service based upon the local exchange service types as set forth in **Access Recovery Charge (ARC)** following. (N)  
(N)  
(N)

The FUSF Charge is billed on a per month basis to the End User customer of the Company for the associated local exchange service based upon the local exchange service types as set forth in **Federal Universal Service Fee (FUSF)** following.

Specific rates and charges for EUCL Charges, ARC and FUSF Charges are set forth following: (T)

**7. Rates, Charges and Fees (Cont'd.)**

**7.2. End User Access Service (Cont'd.)**

**End User Common Line (EUCL)**

For local exchange service, the End User Common Line charge will apply each month to each line at the service location. When local exchange service is provided as Primary Rate Interface (PRI) integrated services digital network (ISDN), T-1 or SIP, the End User Common Line charge will apply to each such local exchange service. (T)

**Residential Monthly Charge**

The monthly EUCL charge for residential lines will be \$6.50 for the primary residential line and \$7.00 for each additional residential line at the same location.

**Business Monthly Charge**

The monthly EUCL charge for service provided to business customers as individual voice channels will be assessed per individual voice channel, as follows, subject to a maximum of five EUCL charges per customer location: (T)  
(T)  
(T)

Rate per individual voice channel: \$6.25 per month (I)

**PRI ISDN/T1/SIP Monthly Charge** (T)

The monthly EUCL charge for service provided to business customers over a Primary Rate ISDN ("PRI"), T-1 or Session Initiation Protocol ("SIP") connection providing multiple voice channels will be assessed at five times the rate per individual voice channel for each multiple of 23 voice channels, or fraction thereof, at the same location, as follows: (T)  
(T)  
(T)  
(T)

Rate per 23 voice channels, or fraction thereof, over a single PRI, T-1 or SIP connection:

\$31.25 per month (I)

Some material previously appearing on this page is now on page 41.1.

**7. Rates, Charges and Fees (Cont'd.)**

**7.2. End User Access Service (Cont'd.)**

**Access Recovery Charge**

(N)

For local exchange service, the Access Recovery Charge will apply each month to each line at the service location. When local exchange service is provided as Primary Rate Interface (PRI) integrated services digital network (ISDN), the Access Recovery Charge will apply to each such local exchange service.

(N)

(N)

(N)

**Residential Monthly Charge**

(N)

The monthly ARC for service provided to residential customers will be assessed per line, as follows:

(N)

(N)

Rate per line:

\$0.00 per month

(N)

**Business Monthly Charge**

(N)

The monthly ARC for service provided to business customers as individual voice channels will be assessed per individual voice channel, as follows:

(N)

(N)

Rate for a single voice channel at a given location:

\$0.00 per month

(N)

Rate for multiple individual voice channels at the same location, subject to a maximum of five ARC charges per location:

(N)

(N)

\$0.64 per month

**PRI ISDN/T1/SIP Monthly Charge**

(N)

The monthly ARC for service provided to business customers over a Primary Rate ISDN ("PRI"), T-1 or Session Initiation Protocol ("SIP") connection providing multiple voice channels, the EUCL will be assessed for each multiple of 23 voice channels, or fraction thereof, at the same location, as follows:

(N)

(N)

(N)

(N)

Rate per 23 voice channels, or fraction thereof, over a single PRI, T-1 or SIP connection:

(N)

\$3.20 per month

(N)

**Federal Universal Service Fee (FUSF)**

Telecommunications companies and interconnected VoIP service providers must pay a percentage of their interstate end-user revenues to the Universal Service Fund. This percentage is called the contribution factor. The contribution factor changes four times a year (quarterly) and is increased or decreased depending on the needs of the Universal Service programs. The Company will assess a fee each month to recover its required contribution to the Universal Service Fund.

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**7. Rates, Charges and Fees (Cont'd.)**

**7.3 Switched Access Service**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

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

The Company's switched access rates consist of a single charge per minute of use for origination or termination that is equal to the sum of the local switching, tandem transport, tandem transport termination and, if applicable, common trunk port and transport multiplexing per minute charges of the incumbent Local Exchange Carrier serving the Rate Center in which a call is originated or terminated. Transport mileage is the airline mileage from the incumbent Local Exchange Carrier tandem switch serving the Rate Center to the Company's switch in Bremen, Georgia. Specific rates by Rate Center are set forth in Section 7.3.1 below.

(C)  
|  
(C)

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates**

**A. AT&T Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.00435400 per minute of use

Terminating: \$0.00212800 per minute of use

(R)

Acworth	Adairsville	Albany	Alpharetta	Americus
Appling	Arlington	Athens	Atlanta	Augusta
Austell	Baconton	Bainbridge	Barnesville	Baxley
Blackshear	Bogart-Statham	Bowdon	Bremen	Brunswick
Buchanan	Buford	Calhoun	Camilla	Carrollton
Cartersville	Cave Spring	Cedartown	Chamblee	Claxton
Clermont	Cochran	Colquitt	Columbus	Concord
Conyers	Cordele	Covington	Cumming	Cusseta
Dallas	Douglasville	Dublin	Duluth	Eastman
Eatonton	Elberton	Fairburn	Fayetteville	Flowery Branch
Forsyth	Fort Valley	Franklin	Gainesville	Gay
Gibson	Grantville	Greensboro	Greenville	Griffin
Hamilton	Hampton	Harlem	Hazelhurst	Hephzibah
Hogansville	Jackson	Jekyll Island	Jesup	Johnson Corner
Jonesboro	Kingston	LaGrange	Lake Park	Lawrenceville
Leary	Lithonia	Loganville	Louisville	Lula
Lumber City	Lumpkin	Luthersville	Lyons	Macon
Madison	Marietta	McCaysville	McDonough	Millen
Monticello	Newnan	Newton	Norcross	Palmetto
Panola	Pelham	Pine Mountain	Pooler	Powder Springs
Richland	Rockmart	Rome	Roopville	Rossville
Roswell	Royston	Rutledge	Sandersville-	Tennille
Sardis	Savannah	Senoia	Smithville	Smyrna
Social Circle	Sparks	Sparta	St. Simons Island	Stockbridge
Stone Mountain	Swainsboro	Sylvester	Tallapoosa	Temple
Tennga	Thomasville	Thomson	Tifton	Tucker
Tybee Island	Valdosta	Vidalia	Villa Rica	Wadley
Warner Robins	Warrenton	Watkinsville	Waycross	Waynesboro
Woodbury	Woodstock	Wrens	Wrightsville	Zebulon

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**A. AT&T Rate Centers (Cont'd.)**

In the following Alabama rate centers, the Company's switched access rates are as follows:

Originating: \$0.00471400 per minute of use

Terminating: \$0.00168800 per minute of use

(R)

Anniston	Jacksonville	Ohatchee	Piedmont	Montevallo
Munford	Ohatchee	Sylacauga	Talladega	Attalla
Birmingham	Bessemer	Alabaster	Childersburg	Gadsden
Gardendale				

In the following Alabama rate centers, the Company's switched access rates are as follows:

Originating: \$0.00619400 per minute of use

Terminating: \$0.00316800 per minute of use

(I)

Selma

(R)

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**B. Windstream Rate Centers**

**1. Windstream Accucomm**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.01864100 per minute of use	(R)
Terminating:	\$0.01093000 per minute of use	(R)

Gordon	Irwinton	Toombsboro
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**2. Windstream Georgia Telephone**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.01864100 per minute of use	
Terminating:	\$0.01093000 per minute of use	(R)

Blakely	Cedar Springs	Ochlocknee
Whigham	Braselton	

**3. Georgia Windstream**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.01092700 per minute of use	
Terminating:	\$0.00679120 per minute of use	(R)

Alamo	Clayton	Collins	Danville	Mt. City Dillard
Donalsonville	Fargo	Folkston	Glenville	Gray
Haddock	Homerville	Iron City	Jakin	Jeffersonville
Kensington	Layfayette	Lake Sinclair	Ludowici	Milan
Montrose	Noble	Odum	Pineview	Pitts
Rebecca	Reidsville	Reynoldsville	Rhine	Rincon
Rochelle	Screven	Springfield	St. George	Sylvania
Thomaston	Uvalda	Villanow	Yatesville	



**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**B. Windstream Rate Centers (cont'd.)**

**4. Windstream Georgia Communications**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.01560700 per minute of use  
Terminating: \$0.01147120 per minute of use

(R)

Abbeville	Adel	Alapaha	Ashburn	Barwick
Berlin	Bluffton	Boston	Broxton	Buena Vista
Byromville	Canton	Carnesville	Chatsworth	Cohutta
Coolidge	Cuthbert	Dalton	Dawson	Doerun
Douglas	Eastanollee	Edison	Ellaville	Enigma
Fitzgerald	Ft. Gaines	Funston	Hahira	Ideal
Irwinville	Jacksonville	Jasper	Lakeland	Lavonia
Lyerly	Manchester	Marshallville	McRae	Meigs
Menlo	Milledgeville	Monroe	Montezuma	Morgan
Morven	Moultrie	Mt. Vernon	Nashville	Norman Park
Ocilla	Parrott	Pavo	Perry	Preston
Quitman	Ray City	Sasser	Shellman	Summerville
Toccoa	Trion	Tunnel Hill	Unadilla	Warm Springs
Winder	Woodland			

**5. Windstream Georgia**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.01560700 per minute of use  
Terminating: \$0.01147120 per minute of use

(R)

Braselton	Byron	Cairo	Calvary-Reno	Carlton
Centerville	Colbert	Comer	Commerce	Danielsville
Homer	Ila	Jefferson	Lexington	Maxeys
Maysville	Nicholson	Pendergrass	Union Point	White Plains
Winterville				

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**B. Windstream Rate Centers (cont'd.)**

**6. Windstream Standard**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.01381500 per minute of use  
Terminating: \$0.01026260 per minute of use

(R)

Batesville	Big Canoe	Blairsville	Clarkesville	Cleveland
Cornelia	Dahlonega	Dawsonville	Demorest	Helen
Hiawassee	Suches	Young Harris		

**C. CenturyLink Rate Centers**

**1. Coastal Utilities**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.02381500 per minute of use  
Terminating: \$0.00211400 per minute of use

(R)

Hinesville	Keller	Midway	Richmond Hill
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**2. CenturyTel Northern Alabama**

In the following Alabama rate centers, the Company's switched access rates are as follows:

Originating: \$0.00997080 per minute of use  
Terminating: \$0.00600100 per minute of use

(R)

(R)

Morrisons	Ranburne	Wedowee	Woodland	Wadley
Crossroads				
Ashland				

**D. FairPoint Rate Centers**

**1. GTC, Inc.**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.02547700 per minute of use  
Terminating: \$0.01599400 per minute of use

(I)

(R)

Chattahoochee

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**E. Frontier Rate Centers**

**1. Frontier Communications of Fairmount**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.00832658 per minute of use	
Terminating:	\$0.00597544 per minute of use	(R)

Fairmount	Ranger
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**2. Frontier Communications of Georgia**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.03829000 per minute of use	
Terminating:	\$0.02625200 per minute of use	(R)

Register	Statesboro
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**F. TDS Rate Centers**

**1. Blue Ridge**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.00922100 per minute of use	
Terminating:	\$0.00934900 per minute of use	

Blue Ridge	Dial	Lakewood
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**2. Camden**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.00615200 per minute of use	
Terminating:	\$0.00601600 per minute of use	(R)

St Marys



**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**I. Bulloch Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.02547700 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Anderson	Brooklet	Clito
Nevils	Portal	Stilson

**J. Chickamauga Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.03996300 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Chickamauga	High Point
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**K. Citizens Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.03030700 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Lake Blackshear	Leslie	Plains	Vienna
-----------------	--------	--------	--------

**L. ComSouth Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.05444700 per minute of use:	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Hawkinsville

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**M. Darien Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.03996300 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Darien	Eulonia	Sapelo Island
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**N. Ellijay Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.01489500 per minute of use	
Terminating:	\$0.01142400 per minute of use	(R)

Ellijay

**O. Glenwood Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.04479100 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Glenwood

**P. Hart Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.05927600 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Hartwell

**Q. Knology Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.00768600 per minute of use	
Terminating:	\$0.00648600 per minute of use	(R)

West Point

**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**R. Pembroke Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.06217000 per minute of use	(I)
Terminating:	\$0.02854600 per minute of use	(R)

Ellabell	Pembroke
----------	----------

**S. Pineland Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.03802900 per minute of use	(I)
Terminating:	\$0.02854600 per minute of use	(R)

Adrian	Bartow	Cobbtown	Davisboro	Kite
Lexsy	Metter	Midville	Oak Park	Twin City

**T. Plant Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.04285900 per minute of use	(I)
Terminating:	\$0.02854600 per minute of use	(R)

Lenox	Omega	Pearson	Pinehurst
Soperton	Warwick	Willacoochee	

**U. Planters Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating:	\$0.02547700 per minute of use	(I)
Terminating:	\$0.01599400 per minute of use	(R)

Dover	Guyton	Hiltonia	Newington	South Guyton
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**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**V. Progressive Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.05251500 per minute of use  
Terminating: \$0.02854600 per minute of use

(I)  
(R)

Cadwell	Cedar Grove	Chester
Dexter	Dudley	Rentz

**W. Public Service Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.04285900 per minute of use  
Terminating: \$0.02854600 per minute of use

(I)  
(R)

Butler	Culloden	Geneva	Lizella
Reynolds	Roberta	Talbotton	

**X. Ringgold Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.02547700 per minute of use  
Terminating: \$0.01599400 per minute of use

(I)  
(R)

Ringgold

**Y. Trenton Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.03030700 per minute of use  
Terminating: \$0.01599400 per minute of use

(I)  
(R)

Rising Fawn	Trenton	West Brow
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**Z. Waverly Hall Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.04285900 per minute of use  
Terminating: \$0.02854600 per minute of use

(I)  
(R)

Waverly Hall



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**7. Rates, Charges and Fees (Cont'd.)**

**7.3. Switched Access Service (Cont'd.)**

**7.3.1 Rates (cont'd.)**

**AA. Wilkes Rate Centers**

In the following Georgia rate centers, the Company's switched access rates are as follows:

Originating: \$0.04285900 per minute of use  
Terminating: \$0.02854600 per minute of use

(I)  
(R)

Crawfordville	Lincolnton	Metasville
Rayle	Tignall	Washington

**7.3.2. Access Order Charge**

A nonrecurring, per occurrence charge assessed for the processing of access orders, is applied per access order for the installation, addition, change, rearrangement or move of Access Services.

**Access Order Charge**

Non-Recurring Charge	\$100.00
----------------------	----------

**7.3.3. Design Change Charge**

A nonrecurring per occurrence charge is assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

In the case of a Customer-initiated modification of Service, charges for the subsequent orders are in addition to the costs incurred before the Customer changed the original order.

**Design Change Charge**

Non-Recurring Charge	\$150.00
----------------------	----------

**7. Rates, Charges and Fees (Cont'd.)**

**7.3.4. Service Date Change Charge**

Access Service Order Request service dates may be changed, however a Service Date Change Charge will apply for each service date change after the plant test date of the original ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be cancelled by the Company and cancellation charges will apply. The ASR will be reissued with the new service date.

**Service Date Change Charge**

Non-Recurring Charge	\$150.00
----------------------	----------

**7.3.5. Expedited Order Charge**

This is a nonrecurring per occurrence charge assessed for requests that service be provided on an earlier date than originally requested on the access service order. If the Company determines that service can be provided on an expedited basis without additional costs to the Company, the expedited request will be accepted.

With the agreement of the Company, a new service date may be established that is prior to the original service date and an Expedited Order Charge will also apply in addition to the Service Date Change Charge.

**Expedited Order Charge**

Non-Recurring Charge	\$500.00*
----------------------	-----------

\*Plus additional labor charges

**7.3.6. Access Order Cancellation Charge**

A Customer may cancel an Access Order on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the ASR is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

For Tandem Switched Transport, if a Customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered cancelled and the charges described below will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.

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**7. Rates, Charges and Fees (Cont'd.)**

**7.3.6. Access Order Cancellation Charge (Cont'd.)**

When a Customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:

When an ASR for Switched Access Service is cancelled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total installation non-recurring charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (*i.e.*, the number of business days between the Application Date and the last day of the service date interval) and adding the Switched Access Ordering Charge.

When a Customer chooses to commence billing rather than cancel an ASR for these services specified above, the Customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.

When a Customer elects to commence billing, monthly recurring charges will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for the service will include these accrued charges and any additional nonrecurring charges in addition to any other billable charges specified in this section.

If the ASR is not completed within 121 calendar days of the original service date, the ASR will be canceled. Cancellation charges will apply. In addition, the Customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the Customer's responsibility to submit a new ASR for Switched Access Service.

A nonrecurring per occurrence charge assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

**Access Order Cancellation Charge**

Non-Recurring Charge \$75.00\*

\*Plus any additional labor charges

**7. Rates, Charges and Fees (Cont'd.)**

**7.3.7. Alternate Bill Media**

**Rates and Charges**

	<b>Bill Media</b>	<b>CSR</b>
Paper Bill	\$35.00	\$35.00
CD-ROM	\$35.00	\$35.00
FTP file	\$35.00	\$35.00

**7.3.8 Additional Labor Charges**

Additional Labor is labor requested by the Customer to provide Service and agreed to by the Company. The Company will notify the Customer that Additional Labor charges will apply before any additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the Customer or parties on whose behalf it acts.

The rates for additional labor charges will be provided to the Customer on an Individual Case Basis (ICB) based upon the work requested at the time the Additional Labor is requested.

**7.3.9 Non-Sufficient Fund (NSF) Charge**

\$100 per occurrence

**7. Rates, Charges and Fees (Cont'd.)**

**7.4 800 NPAS Service**

The following charges are assessed for 800 Number Portability Access Service (NPAS) Queries. These query charges are in addition to the Switched Access FGD usage charges assessed for use of the Company's Network for 800 NPAS usage.

**800 Query**

A per query charge is assessed for each 800 query, whether the call is completed or not.

<b>800 Query charge, per query</b>	<b>\$0.015</b>
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**7.5 Primary Interexchange Carrier (PIC)**

An end user may select and designate to the Company an Interexchange Carrier (IXC) they wish to access for interexchange calls. This IXC is referred to as the end user's Primary Interexchange Carrier. After the end user's initial selection of a PIC, any additional change in selection will incur a non-recurring charge for the change.

If an end user disputes a PIC change, the Company will investigate the origin of the change and restore the end user to their previous PIC. If the change was submitted by an IXC who is unable to produce the signed end user Letter of Agency, the IXC will be assessed a non-recurring Unauthorized PIC change charge in addition to the PIC change charge.

**Rates and Charges**

**Primary Interexchange Carrier (PIC) Change**

Non-Recurring Charge	\$5.00
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**Unauthorized Primary Interexchange Carrier (PIC) Change**

Non-Recurring Charge	\$35.00
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**7. Rates, Charges and Fees (Cont'd.)**

**7.6 Billing Name and Address (BNA)**

The Company will, upon request, provide Billing Name and Address information to a Customer. Customer will supply a written request to Company specifying the telephone number or numbers for which Billing Name and Address information is desired. The Company will perform a query and provide the Customer with the Bill Name and Bill Address for each Telephone Number requested, if found. If a Telephone Number is not found, a per/Telephone Number — Not Found charge is still applicable.

Any Customer provided BNA pursuant to this Tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and non-published telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.

In no case shall any Customer or authorized billing and collection agent of a Customer disclose the billing name and address information of any subscriber to any third party, except that a Customer may disclose BNA information to its authorized billing and collection agent or to governmental law enforcement agencies.

Data will be provided either in paper format, via electronic transmission, e-mail attachment or fax.

**Rates and Charges**

	<b>Found</b>	<b>Not Found</b>	<b>Mgt Fee</b>
Per Telephone Number	\$ .26	\$ .23	
Per Request			\$50.00

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**7. Rates, Charges and Fees (Cont'd.)**

**7.7 Carrier Identification Code (CIC)**

This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

**CIC Charge**

Add CIC - FGD	\$31.24
Change CIC - FGD	\$91.79
Delete CIC - FGD	\$54.45

**7.8 CIC Consolidation**

If the Customer requests to consolidate multiple CICs, a CIC Consolidation Charge will be assessed. This charge is only assessed when all lines or trunks associated with the former CIC(s) are changed on a one-time realignment basis within the Company's databases at a nationwide level to a single existing CIC. Requests for a CIC Consolidation must be provided to the Company in writing, but no ASR charge is applicable for this request. The rate for this service is provided below.

The CIC Consolidation charge does not apply to normal PIC change activity, whereby carrier selection is changed and no consolidation of CICs occurs.

The Company will negotiate a due date for a CIC Consolidation with the Customer. It is the sole responsibility of the Customer to notify affected end users of the change.

If the Customer elects to change a CIC due to surrendering a CIC to the North American Numbering Plan Administrator for reassignment, the CIC Consolidation Charge will be waived. The waiver is applied only when the Customer surrenders the CIC on a nationwide basis. Additionally, the CIC must be relinquished within ninety (90) days from the completed conversion date. Confirmation of relinquished code(s) must be in writing and come from the NANP Administrator.

**Rates and Charges**

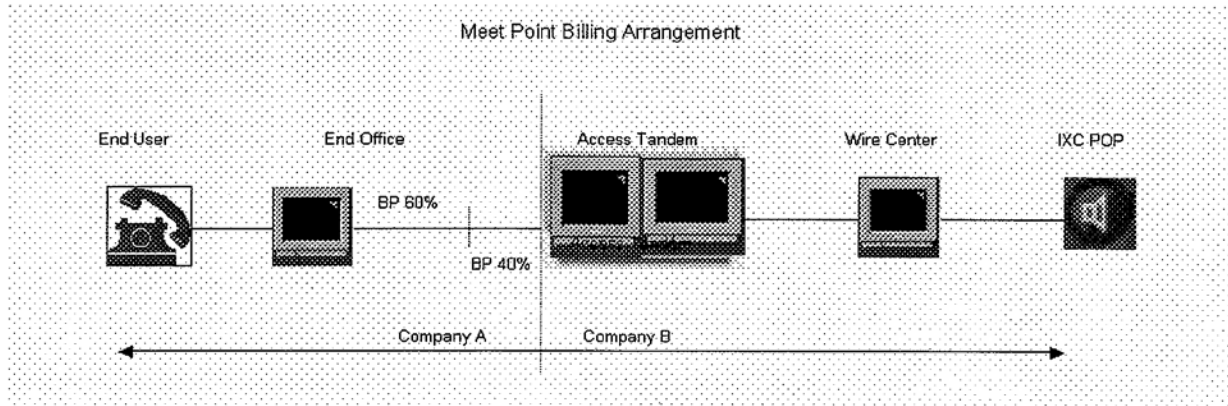
**CIC Consolidation - Merger**

Per Line or WTN	\$1.30
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## 8. Ordering, Rating and Billing - More Than One LEC

### 8.1. General

Each company will provide its portion of the Switched Transport or Special Transport service within its operating territory to the meet point with the other company(s). The telephone companies involved in providing the service will determine the Bill Percentage (BP). Company's BP will be 100%.



**Figure 2 - Example of MPB Arrangement**

For all Switched Access Services the order will be placed with the company as specified in the Ordering and Billing Forum's Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The multiple billing arrangements described in this section are also subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.

All recurring and non-recurring charges for services provided by each LEC are billed under each company's applicable Tariffs (Multiple Bill — Multiple Tariff). Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the LEC's Tandem and the Company's Switch that serves the End Users and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's Local Switching Center.



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**8. Ordering, Rating and Billing - More Than One LEC (Cont'd.)**

**8.1. General (Cont'd.)**

The Company must notify the Customer of the:

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

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

- (A) The Company must receive an order for Feature Group D Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another LEC. In addition, the Customer will also be required to submit a copy of the order as specified by the LEC that operates the switch.
- (B) Separate bills will be rendered by the LEC and Company for Terminating Feature Group D Access Service.
- (C) The Multiple Bill option allows all companies providing service to bill the Customer for their portion of a jointly provided access service. Each company will determine its portion of the Switched Transport as set forth below:
  1. Determine the applicable charges and bill in accordance with its Tariff;
  2. Include all recurring and nonrecurring rates and charges of its Tariff; and
  3. Forward the bill to the Customer.
- (D) The Customer will remit the payments directly to each company.

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**8. Ordering, Rating and Billing - More Than One LEC (Cont'd.)**

**8.1. General (Cont'd.)**

- (E) Meet Point Billing Mileage Calculation - Each company's portion of the Switched Transport mileage will be determined as follows:
1. For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport total miles by computing the number of miles from the access tandem to the serving wire center in the Access Area (*i.e.*, end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4.
  2. Determine the billing percentage (BP). This represents the portion of the Service provided by each company.
  3. For Switched Access Tandem-Switched Transport.
    - (a) Multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each company as set forth in (2), times the Tandem-Switched Transport rate;
    - (b) Multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.
- (F) Where the Tandem-Switched Transport is provided by more than one telephone company, the Tandem-Switched Transport - Termination rate applies for the termination at the Company end of the Tandem-Switched Transport (*i.e.*, the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Company is the intermediate provider of the Switched Transport.
- (G) The Company in whose territory the end office is located shall bill the Shared Trunk Port for Tandem-Switched Transport.
- (H) For tandem routed trunks, the dedicated trunk port shall be billed by the Company owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Company owning the end office on a single bill, single Tariff or multiple bill, multiple Tariff meet point billing arrangement.
- (I) The shared multiplexing charge will be assessed to the Interexchange Carrier by both the Company and the company owning the access tandem under the multiple bills meet point billing option. The shared multiplexing charge will be split between the two companies using a 50/50 division.

**8. Ordering, Rating and Billing - More Than One LEC (Cont'd.)**

**8.2. Meet Point Billing**

When the Switched Transport facility (Tandem-Switched Transport) is provided by more than one telephone company the following regulations apply for Switched Access when the End Office is in the Company's Territory:

1. Distance sensitive transport provided by the Company will be rated according to the rates specified in this tariff for the Company's end office;
2. The transport termination provided by the Company will be rated according to the rates specified in this tariff to the Company's end office.

**8.3. Rating and Billing of Service**

Each company will provide its portion of the access service based on the regulations, rates and charges contained in its respective access service Tariff, subject to the following, as appropriate. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the LEC's Tandem and terminating at the End User's Premises, and vice versa.