

ACCESS SERVICE

Regulations, Rates and Charges
applying to the provision of Access Service
for connection to Interstate communications
facilities for Interstate Customers within
the operating territory of

Xfone USA, Inc.

in the States of Louisiana and Mississippi.

All material contained herein is new.

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

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CHECK SHEET

Title Page and Pages 1 to 71 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

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

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EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CL	Common Line
DS	Digital Standard
EF	Entrance Facility
ESS	Electronic Switching System
EU	End User
EUP	End User Port
FCC	Federal Communications Commission
FG	Feature Group
IC	Interexchange Carrier
LATA	Local Access & Transport Area
LA	Lifeline Assistance
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
POT	Point of Termination
VG	Voice Grade
WATS	Wide Area Telephone Service

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EXPLANATION OF DEFINITIONS

Access: The ability to enter or exit a local exchange network in order to complete an interstate communication. A connection between a Customer Premises and the Customer Designated Premises of an interexchange carrier for the transmission of communication information.

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service Request (ASR): The order placed with a Local Access Provider (Company) for Access.

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

AMOU: Access Minute of Use

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user Customer.

Company: the issuer of this tariff, a competitive local exchange carrier.

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

Customer Designated Premises (CDP): Premises designed by the Customer for the provision of access service.

End User: Users of local telecommunications carrier's services who are not carriers.

Exchange: The geographic area approved by the state regulatory commission for the provision of local telecommunications services.

Individual Case Basis (ICB): Pricing arrangement based on unique Customer request.

Interexchange Carrier: A carrier engaged in the provision of intrastate, interstate or international telecommunications services.

Market Service Area: The geographic area established by an Independent Exchange Carrier not associated with a Bell Operating Company LATA within which they may offer exchange or exchange access telecommunications service.

Meet Point: A point designated by two Exchange Carriers for billing purposes.

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EXPLANATION OF DEFINITIONS (cont'd)

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

Network: The Company's fiber optics based facilities and/or purchased facilities as part of an interconnection agreement.

Nonrecurring Charge: A one-time charge, generally applied to activities associated with the establishment of service, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a Customer may order to improve the quality or utility of Access Services.

Premises: Space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way) not separated by a highway.

Presubscription: A process that allows an End User served by an equal access office to select in advance an interexchange carrier automatically for toll communication.

Point of Termination: A physical point within a LATA or Market Service Area at which the Company's responsibility for access service ends.

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

Service Order: A written request for Access Services initiated by the Customer to the Company in the format devised by the Company. It is sometimes referred to as an Access Service request (ASR). The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties set forth herein pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff. In the latter case, the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Switched Access Service: Access to the Company's local switch network by an interexchange carrier for the purposes of originating and/or terminating jurisdictional communications.

Wire Center: A building in which the Company's switching center is located for the purpose of providing service.

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1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates, and charges for the provision of interstate access service (hereinafter, "Services") within the States of Louisiana and Mississippi provided over the facilities of Xfone USA, Inc. (hereinafter, the "Company").
- 1.2 Services provided to Customers of the Company include, but are not limited to, Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Service(s) and the furnishing of interstate transmission of telecommunications originating or terminating in the State of Texas, subject to the availability of necessary facilities.

2.1.2 Terms and Conditions

2.1.2.1 Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers are required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (section 3) of this tariff.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company may, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Terms and Conditions (cont'd)

- 2.1.2.5 At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.
- 2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the service in violation of the tariff or the Customer is using the service in violation of the law.
- 2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

- (1) Another Customer, whether an individual, partnership, association or corporation provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and any termination liability applicable to such Service(s).
- (2) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.
- (3) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Limitations (cont'd)

2.1.3.2 Provisioning Sequence

The services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the Customer's Access Service Request (ASR). ASRs must contain all the required information for each respective service so delineated in other sections of this tariff. The Customer's ASRs will not be deemed to have been received until such information is provided.

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

2.1.3.4 Liability

The liability of the Company, if any, for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for a Service Interruption.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Limitations (cont'd)

2.1.3.4 Liability (cont'd)

2.1.3.4.1 The Company shall not be liable for any delay or, failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.3.4.2 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Limitations (cont'd)

2.1.3.4 Liability (cont'd)

2.1.3.4.3 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.4.4 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section (2.1.3.4.5) as a condition precedent to such installations.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Limitations (cont'd)

2.1.3.4 Liability (cont'd)

- 2.1.3.4.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.
- 2.1.3.4.6 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.1.3.4.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.
- 2.1.3.4.8 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

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ACCESS SERVICE

2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Equipment and Facilities

- 2.1.4.1 The Company will use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this tariff and subject to the availability of services from other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.4.2 The Company will use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Equipment and Facilities (cont'd)

2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.1.4.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in such transmission;
- (b) or the reception of signals by Customer-provided Equipment.

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ACCESS SERVICE

2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Equipment or Facilities

- 2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.
- 2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.
- 2.1.5.3 The Service(s) 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 outside distribution network facilities at a suitable location inside a Customer-designated premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.
- 2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change, or rearrangement renders any Customer-furnished equipment or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable notification to the Customer in writing. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

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2. GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Non-routine Installation

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

2.1.7 Special Construction/Special Arrangements

- 2.1.7.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilize in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.
- 2.1.7.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

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2. GENERAL REGULATIONS (cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other Customers;
- (c) Customers who intend to use the Company's offerings for resale and/or for shared use may be required to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, guidelines and decisions;
- (d) payment of all applicable charges pursuant to this tariff;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

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2. GENERAL REGULATIONS (cont'd)

2.2 Obligations of the Customer (cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (i) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2(g) 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, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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2. GENERAL REGULATIONS (cont'd)

2.2 Obligations of the Customer (cont'd)

- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
 - Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
 - Causes damage to Company facilities;
 - Interferes with the privacy of communications;
 - Creates a hazard to the Company's employees or the public; or
 - Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

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2. GENERAL REGULATIONS (cont'd)

2.2 Obligations of the Customer (cont'd)

2.2.1 Claims

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

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

2.3 Customer Equipment and Channels

2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for purposes other than voice grade telephonic communication except as specifically stated in this tariff.

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2. GENERAL REGULATIONS (cont'd)

2.3 Customer Equipment and Channels (cont'd)

2.3.2 Terminal Equipment

2.3.2.1 Terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

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

2.3.3 Interconnection of Facilities

2.3.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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2. GENERAL REGULATIONS (cont'd)

2.3 Customer Equipment and Channels (cont'd)

2.3.3 Interconnection of Facilities (cont'd)

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

2.3.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.4 Inspections

2.3.4.1 Upon 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 Section 2.3.2 for the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.4.2 If the protective requirements for Customer- provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. GENERAL REGULATIONS (cont'd)

2.3 Customer Equipment and Channels (cont'd)

2.3.5 Prohibited Uses

- 2.3.5.1 The Service(s) the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- 2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is causing interference to others.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements

2.4.1 Payment for Service

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

The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. All bills are due 15 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will establish a bill date each month for Customer accounts. Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
- 2.4.2.2 Nonrecurring Charges are due and payable within 15 days after the invoice date.
- 2.4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided; Recurring Charges shall be due and payable within 15 days after invoice date.
- 2.4.2.4 Charges based on measured usage will be included on the next invoice rendered, following the end of the month in which the usage occurs, and will be due and payable within 15 days after invoice date.
- 2.4.2.5 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rate basis with every month considered to have 30 days.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.2 Billing and Collection Charges (cont'd)

2.4.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this tariff. The Service Order Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily from the payment date to and including the date the Customer actually makes the payment to the Company; or
- (b) 1.5% per month (.0005 per day), whichever is higher, compounded daily for the number of days from the payment date to and including the date the Customer actually makes payment to the Company.

Late payment penalty charges shall apply to disputed amounts resolved in favor of the Company.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.2 Billing and Collection of Charges (cont'd)

2.4.2.8 In addition to other penalties or fees, the Customer will be assessed a charge of thirty dollars (\$30) for each check or electronic draft submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.4.2.9 If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

2.4.3 Advance Payments

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

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between interstate and intrastate jurisdictions. Updates to jurisdictional levels may be made by the Customer not more frequently than quarterly. When mixed interstate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions. If Customer fails to report a jurisdictional level, a default jurisdiction of 50/50 will be applied to all calls lacking an originating or terminating ANI.

2.4.4.2 When a Customer orders Feature Group D Switched Access, the Customer may provide the projected jurisdictional usage for the end office in its order. Alternatively, the Company, where the jurisdiction can be determined from the call detail, will determine the projected jurisdictional usage percentage as follows:

- (a) For originating access minutes, the projected jurisdictional usage percentage will be developed on a monthly basis where Feature Group D Switched Access Service minutes are measured by dividing the measured interstate (generally calls between states) minutes by the total originating access minutes.
- (b) For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop the projected interstate percentage for such terminating access minutes.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.4 Jurisdictional Reporting Requirements (cont'd)

2.4.4.3 When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the projected interstate percentage or authorize the Company to use the Company-developed percentage. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (intrastate usage percentage = 100 - interstate percentage). If Customer fails to report a jurisdictional level, a default jurisdiction of 50/50 will be applied to all calls lacking an originating or terminating ANI.

2.4.5 Deposits

2.4.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff. The deposit will not exceed an amount equal to:

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

2.4.5.2 A deposit may be required in addition to an advance payment.

2.4.5.3 When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.5 Deposits (cont'd)

2.4.5.4 Simple annual interest at the rate periodically established by the Texas Public Utilities Commission for security deposits held by telecommunications utilities will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company

2.4.5.5 Such a deposit will be refunded or credited to the Customer's account after a one year, prompt-payment record is established.

2.4.6 Discontinuance of Service

2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

2.4.6.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during the period.

2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.6 Discontinuance of Service (cont'd)

2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, 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 Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

2.4.7.1 Applications for Service are non-cancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.7 Cancellation of Application for Service (cont'd)

2.4.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.4.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.7.4 The special charges described in 2.4.7.1 through 2.4.7.3 will be calculated and applied on a case-by-case basis.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.8 Changes in Service Requested

2.4.8.1 If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be provided.

2.4.9.1 For the services provided under this tariff, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.9 Allowances for Interruptions in Service (cont'd)

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

2.4.9.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier providing service connected to the Service of the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to the premises.
- (d) Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

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2. GENERAL REGULATIONS (cont'd)

2.4 Payment Arrangements (cont'd)

2.4.9 Allowances for Interruptions in Service (cont'd)

2.4.9.3 Use of an Alternative Service Provided by the Company.

Should the Customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2.4.9.4 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the service: (1) is the same type as was in service prior to the occurrence; (2) is for the same Customer at the same location on the same premises; and is (3) reestablished within 31 days of the occurrence. The 31 days may be extended a reasonable period if the renovation of the original location on the premises is not practical. Nonrecurring charges would apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing

2.5.1 Title or Ownership Rights

The payment of rates and charges by Customers for the Services offered under the provisions of this tariff does not assign, confer, or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

2.5.2.1 The Company shall produce verifiable and auditable access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications company, each company jointly providing the Service will receive an order or a copy of the Access Service Request from the Customer. Each telecommunications company must ensure that appropriate usage information is provided to the other telecommunications company for access minutes purposes.

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing (cont'd)

2.5.3 Meet Point Billing (cont'd)

2.5.3.1 The Company may provide service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the Customer for its portion of the Service based on its access tariff rates and regulations.

2.5.3.2 For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the Customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

- prepare its own bill;
- determine its charge(s) for access elements;
determine and include all recurring and non-recurring rates and charges of its access tariffs;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);

The Customer will remit payment directly to each bill rendering company.

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing (cont'd)

2.5.4 Duration of Use Charges

- 2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- 2.5.4.2 For originating calls over Feature Group D, usage measurement begins when the originating switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- 2.5.4.3 The measurement of originating usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office or the Customer's point of termination, whichever is recognized first by the switch.
- 2.5.4.4 For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating user's end office.
- 2.5.4.5 The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, or the Customer's point of termination, whichever is recognized first by the switch.

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing (cont'd)

2.5.5 Distance Charges

2.5.5.1 When charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.5.2 The airline distance between any two rate centers is determined as follows:

- (a) Obtain the “V” (vertical) and “H” (horizontal) coordinates for each rate center from the above referenced document(s),
- (b) Compute the difference between the “V” coordinates of the two rate centers; and the difference between the two “H” coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the “V” difference and the square of the “H” difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing (cont'd)

2.5.6 Suspension, Termination or Refusal of Service

- 2.5.6.1 Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.5.7) of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.
- 2.5.6.2 Suspension or termination of Service will not be made until 10 days after written notification has been sent to the Customer. Notice shall be mailed to the Customer's billing address. Service shall not be suspended or terminated on weekends, legal holidays or on days when the business office of the Company is not open for business.
- 2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested (subject to exceptions shown in Section 2.5.7) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.
- 2.5.6.4 The Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned. Customers will have an appropriate opportunity to respond to such notice.

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2. GENERAL REGULATIONS (cont'd)

2.5 Access Billing (cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) For nonpayment of billed amounts that are in dispute while an investigation of the dispute is being made by the Company (undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute);
- (b) For nonpayment of Service which has been billed but not rendered; or
- (c) For nonpayment of billed amounts for charges other than those for the Service.

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3. ACCESS ORDERING

3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. An Access Service Request (ASR) is an order to provide the Customer with Switched Access or Access Related Service, or to provide changes to existing access services.

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 except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from Customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Access Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to Customers upon request and will be provided in a reasonable period of time.

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ACCESS SERVICE

3. ACCESS ORDERING (cont'd)

3.1 General (cont'd)

3.1.1 Service Installation (cont'd)

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

3.1.2 Expedited Orders

When a Customer places an Access Service Request (ASR) and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date on an existing ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

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ACCESS SERVICE

3. ACCESS ORDERING (cont'd)

3.2 Ordering Requirements

3.2.1 Switched Access Service Feature Group D

When ordering Feature Group D Switched Access Service, the following information shall be provided by the Customer:

- The number of Busy Hour Minutes of Capacity (BHMC) from the Customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;
- Optional Features desired; and
- Projected percentage of jurisdictional use.

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ACCESS SERVICE

3. ACCESS ORDERING (cont'd)

3.3 Access Ordering Charges

This section describes the application of the ordering charges in Section 9.3.3.

3.3.1 Access Order Charge

An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable; or
- When a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;

An Access Order Charge will be applied on a per order basis to each order, or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the increased amounts) rather than a change order.

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3. ACCESS ORDERING (cont'd)

3.3 Access Ordering Charges (cont'd)

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier date or a later date which does not exceed 10 calendar days from the original Service date. The Customer may request a change of Service date on a pending Access Service Request prior to the Service date and if the Company can accommodate the change, a new Service date will be set and a service date change charge will apply.

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of CDP, first point of switching Access channel type. Changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On Customer approval, a Design Change Charge would apply in addition to any other charges (e.g. service date change).

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

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3. **ACCESS ORDERING** (cont'd)

3.3 **Access Ordering Charges** (cont'd)

3.3.6 Cancellation of Access Order Charge

A Customer may cancel an Access Order for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the Customer. When a Customer cancels an Access Service Request, a Cancellation Charge will apply as follows:

Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.

When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.

Any partial cancellation (e.g. cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an Access Service Request prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

When the Customer cancels an order for the disconnection of service, no charge applies for the cancellation.

ACCESS SERVICE

4. SWITCHED ACCESS - CARRIER COMMON LINE ACCESS SERVICE

4.1 General

The Carrier Common Line portion of Switched Access is associated with the local loop, drop and associated equipment from the end office switching center to the End User Customer. The Company will provide the use of Company common lines by a Customer for access to end users at rates and charges set forth in Section 9. Jurisdictional rates apply for originating, terminating and terminating only usage.

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

All Switched Access Service provided to the Customer will be subject to the Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4.1.1 Rate Categories

Carrier Common Line, originating and terminating

The Company's rate for Carrier Common Line Access Service assessed to interexchange carriers is found in Section 9.1 following.

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ACCESS SERVICE

6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service

6.1 General

Switched Access Service provides for the use of common switching, terminating, and trunking facilities between a Customer Designated Premises and an end-user's premises for originating and terminating traffic. The Company provides Feature Group D Switched Access (Equal Access) service, which consists of local transport and the appropriate end office switching and functions to enable an interexchange carrier Customer to provide message toll service (MTS), wide area telephone service (WATS), directory information and 1+, or when required an access code of 1010 XXXX, services.

6.1.1 Rate Categories

Certain of the rate elements included within the Company's offering of Switched Access Services are included within the single rate for Interstate Switched Exchange Access Service. The Company's Interstate Switched Exchange Access Service rate elements include, but are not limited to, the following rate elements or their functional equivalent if applicable: carrier common line; local end office switching; information surcharge; tandem switched transport termination (fixed); and tandem switch transport facility (per mile).

Rate categories and descriptions include the following:

6.1.1.1 Local Transport

Charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the Customer designated premises and the end office switch where the Customer's originating or terminating traffic is switched. The Local Transport rates consist of a Tandem Switched Termination per termination per access minute and a Tandem Switched Transport Facility rate per mile per access minute charge.

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ACCESS SERVICE

6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service (cont'd)

6.1 General (cont'd)

6.1.1 Rate Categories (cont'd)

6.1.1.2 End Office/Local Switching

Charges related to the Company's local end office switching entity which routes traffic to and from end users to interexchange carrier Customers. The end office rate category includes the elements of Local Switching per AMOU and Information Surcharge per MOU.

6.1.1.3 Optional Features and Functions

Features and functions that are available in lieu of or in addition to the standard features provided with Feature Group D Service. They include, but are not limited to:

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6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service (cont'd)

6.1 General (cont'd)

6.1.1 Rate Categories (cont'd)

6.1.1.3 Optional Features and Functions (cont'd)

Automatic Number Identification - this option provides the automatic transmission of a ten digit number and information digits to the Customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the Customer.

6.2 Switched Access Service Specifications – Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

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ACCESS SERVICE

6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service (cont'd)

6.2 Switched Access Service Specifications – Company Requirements (cont'd)

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

6.3 Switched Access Service Specifications – Customer Requirements

The provision of Switched Access Service has certain obligations of the Customer in addition to those set forth in Section 2 preceding. They are as follows:

6.3.1 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

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6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service (cont'd)

6.4 800 Data Base Access Service

800 Data Base Access Service is provided with FGD switched access service. When a 1+ (e.g. 800, 888, or other toll free number) + NXX + XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800 Data Base Access Service to perform the identification function. The call will then be routed to the identified Customer over FGD switched access. The manner in which 800 Data Base Access Service is provided dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

When 800 Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.

When 800 Data Base Access Service originates at an end office not equipped with SSP Customer identification capability, the 800 Data Base Access Service call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the FGC or FGD switched access service.

6.5 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.5.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

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ACCESS SERVICE

6. SWITCHED ACCESS SERVICE – Feature Group D Switched Service (cont'd)

6.5.2 Individual Case Basis Rates

Subject to FCC regulations and approval, the Company may, where certain Access Services or arrangements are required to meet Customer requirements, utilize rates and charges based on an Individual Case Basis (ICB).

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ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE

7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non- recurring, recurring and/or special, terminating costs or combinations thereof.

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription; or Verification of Orders for Long Distance. Miscellaneous Access Service may be provided to Customers on an individual case basis (ICB) in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following: (1) when a Customer requests additional information subsequent to the Company-provided DLR information; (2) when additional engineering time is required for a customized order; or (3) when a Customer requests a design change and additional engineering time is required.

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7. MISCELLANEOUS ACCESS SERVICE (cont'd)

7.2 Services Offered (cont'd)

7.2.3 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employee's scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

7.2.4 Presubscription

Presubscription is the process by which an end user Customer may select and designate to the Company an interexchange carrier (IC) for the provision of interstate toll service. This IC is referred to as the end user's pre-designated IC. An end user Customer may indicate a primary interexchange carrier or may elect to select an IC on a per call basis by dialing an access code to make toll calls. Customers that have pre-designated an IC may also dial an access code to direct calls to an alternative IC on a per-call basis. There are no initial charges associated with presubscription.

A Customer may initiate a presubscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to aid the Customer in the selection process. The change of an IC is subject to the appropriate non-recurring charge.

If an unauthorized change takes place, the IC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC Change Charge.

All PIC Changes and Charges shall comply with all applicable FCC and state rules.

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7. MISCELLANEOUS ACCESS SERVICE (cont'd)

7.2 Services Offered (cont'd)

7.2.5 Verification of Orders for Long Distance

The IC shall submit orders to the Company for PIC designations only in compliance with FCC rules. When Company personnel incur administrative costs associated with verification of orders for long distance, a Miscellaneous Service Order charge may apply.

7.2.6 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer designated premises and trouble is found to be with Customer facilities or equipment.

7.2.7 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such services or arrangements meet the following:

- the service(s) or arrangement(s) are not offered under other sections of the tariff,
- the service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices, and,
- the offering is subject to the availability of Company personnel and capital resources.

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7. MISCELLANEOUS ACCESS SERVICE (cont'd)

7.2 Services Offered (cont'd)

7.2.8 Blocking Service

7.2.8.1 900 Blocking Service

The Company may provide 900 Blocking Service to Customers who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed calls placed to a 900 number. When capable, the Company will route the blocked calls to a recorded message.

A Blocking Service charge as set forth in Section 9 following is applicable when ordered by the end user Customer except when such Customer establishes telephone service at a new number and for 31 days thereafter.

The Blocking Service charge is applied for each line, to which 900 Blocking Service is added to remove. Requests by end user Customers to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

Where technically feasible, the Company blocks 900/976 access, Collect Calls, 3rd Party Calls and/or International (011 dialing) Access (including the Caribbean). With regard to a customer's desired receipt of Collect/Operator Assisted/Third-Party Billed/900 calls or International Access (including the Caribbean), it is NTS' policy to automatically block these types of calls unless the customer consents in writing, to receive such calls. Once the block on Collect/Operator Assisted/Third-Party Billed/900 calls is removed, NTS does not in any way restrict the receipt of such calls. NTS is not responsible for the non-delivery/completion of Collect/Operator Assisted/Third-Party Billed/900 calls.

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7. MISCELLANEOUS ACCESS SERVICE (cont'd)

7.2 Services Offered (cont'd)

7.2.8 Blocking Service (cont'd)

7.2.8.1 900 Blocking Service (cont'd)

If the customer is unable to receive Collect/Operator Assisted/Third-Party Billed, and has verified with NTS that blocking has been removed from their account, the customer may then need to contact the appropriate third-party operator service provider to determine why the calls are not completing.

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8. TOLL VOIP-PSTN TRAFFIC

8.1 General

The following provision applies to the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135, and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161). In the absence of an interconnection agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, the Company will bill the Customer the applicable switched access rates and charges specified in Sections 9.1 and 10.1 following, as applicable, on all jurisdictionally interstate voice traffic identified as Toll VoIP-PSTN Traffic.

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ACCESS SERVICE

9. RATES AND CHARGES – SOUTHWESTERN BELL EXCHANGES

9.1 Carrier Common Line Rate per AMOU

9.2 Switched Access Rates

9.2.1 Recurring Rates: Rate per AMOU

a.	<u>Local Switching, Premium</u>	
	Originating	Note 1
	Terminating	Note 1

b.	<u>Common Trunk Port Charge</u>	
	Originating	Note 2
	Terminating	Note 2

c.	<u>Local Transport</u>	
	Tandem Switched Facility, per AMOU, per mile	
	Originating	Note 3
	Terminating	Note 3
	Tandem-Switched Termination, per AMOU, per termination	
	Originating	Note 3
	Terminating	Note 3

d.	<u>Information Surcharge</u>	<u>Per 100 AMOU</u> <u>\$0.0000</u>
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Note 1: Bellsouth Telecommunications, LLC Traffic FCC No. 1, pg. 6-356, 6.8.2(A)(1).

Note 2: Bellsouth Telecommunications, LLC Traffic FCC No. 1, pg. 6-356, 6.8.2(A)(2).

Note 3: Bellsouth Telecommunications, LLC Traffic FCC No. 1, pg. 6-629, 6.8.1(B)(2).

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9. RATES AND CHARGES – SOUTHWESTERN BELL EXCHANGES (cont'd)

9.2 Switched Access Rates (cont'd)

9.2.1 Recurring Rates: (cont'd)

c. 800 Data Base Access Service Queries

Basic Query charge, each	\$0.004210
Vertical Features Query Charge, each	\$0.004296

9.3 Other Services

<u>Access Ordering</u>	<u>Per Order</u>
a. Access Order	\$86.00
b. Service Date Change Charge	\$60.00
c. Design Change Charge	\$84.00
d. Miscellaneous Service Order Charge	\$123.00
e. Expedited Order Charge, per day expedited	\$86.00
f. Cancellation of Access Order Charge (see 3.3.6, pg. 53)	

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9. RATES AND CHARGES – SOUTHWESTERN BELL EXCHANGES (cont'd)

9.4 Miscellaneous Services

	½ Hour or Fraction Thereof
(a) <u>Additional Engineering or Labor Charge</u>	
Basic Time per technician	\$31.03
Overtime per technician	\$46.55
Premium Time per technician*	\$62.06
(b) <u>Additional Testing</u>	
Basic Time per technician	\$31.71
Overtime per technician	\$47.57
Premium Time per technician*	\$63.42
(c) Telecommunications Service Priority	<u>Nonrecurring Charge</u>
Establishment of TSP System per service arranged	\$54.63
Controller Arrangement	<u>Monthly Rate</u> \$100.00

* Subject to Minimum Charge of Four Hours.

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9. RATES AND CHARGES – SOUTHWESTERN BELL EXCHANGES (cont'd)

9.4 Miscellaneous Services(cont'd)

- (d) Presubscribed Interexchange Carrier (PIC) Change Charge*
per line or trunk per interLATA PIC:

	<u>Charge</u>
• Manual (InterLATA change only)	\$5.50
• Electronic (InterLATA change only)	\$1.25
• Manual (Simultaneous InterLATA and IntraLATA change)	\$2.75
• Electronic (Simultaneous InterLATA and IntraLATA change)	\$0.63

- (e) Blocking Nonrecurring Charge
- 900 Blocking Service
- Residence: Add call blocking, each line \$11.20

* This charge is generally billed to the end user who is the subscriber to the Company. In those instances where the Interexchange Carrier (IXC) both requests the PIC change and requests the associated charge be billed to it, the Company will bill the IXC. In the event the subscriber is incorrectly presubscribed due to misassignment on the part of the Company, no charge shall apply. In the event the subscriber denies requesting a PIC change, the Company will credit the subscriber's account for the PIC Change Charge associated with the alleged unauthorized change, if such charge was billed to the subscriber. The Company will then bill the IXC responsible for the alleged unauthorized change a PIC Change Charge to return the subscriber to its previous authorized carrier and, if initially billed to the subscriber, the PIC Change Charge for the alleged unauthorized change.

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ACCESS SERVICE

10. GENERAL

The rates in this tariff are the maximum rates for the services offered by the Company. At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts on rates contained herein, waiver of recurring or non-recurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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