



January 12, 2017

This material is filed on  
15 days' notice under  
Section 204(a)(3) of the  
Communications Act.

**VIA ETFS**

Transmittal No. 12

Marlene H. Dortch, Esq.  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

**Re: Midcontinent Communications  
FRN # 0002-6219-51  
12<sup>th</sup> Revisions to Tariff FCC No. 1.**

Dear Ms. Dortch:

Please find attached the twelfth revision to Tariff FCC No. 1, interstate access services, of Midcontinent Communications. This filing is made pursuant to §204(a)(3) of the Act, and is filed with an effective date of January 31, 2017. It consists of the following revised pages:

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With this filing, Midcontinent Communications introduces interstate switched access end office and tandem transport rates for the state of Kansas where it recently acquired the network

of Knology of Kansas, Inc. dba WOW! Internet, Cable and Phone ("Knology"). The new rates are set at the levels of the corresponding Knology current tariffed interstate switched access end office and tandem transport rates. They comply with the requirements set forth by the Federal Communications Commission's Order FCC No. 11-161 (released on November 18, 2011) and rule 47 C.F.R. § 61.26 "Tariffing of competitive interstate switched exchange access services."

Additionally, this filing clarifies several terms and conditions contained in its tariff.

Payment in the amount of \$925.00 has been submitted through the Electronic Tariff Filing System. If you have any questions about these revisions, please contact the undersigned counsel.

Respectfully submitted,



Patrick J. Mastel  
Associate General Counsel  
Midcontinent Communications

Enclosure

**Specialized Common Carrier Service**

**Rates and Terms of Service**

**of**

**MIDCONTINENT COMMUNICATIONS**

**(Z)**

This tariff includes the rates, charges, terms, and conditions of service for the provision of interstate common carrier telecommunications services by Midcontinent Communications originating from or terminating to locations within the United States.

This tariff applies to switched and dedicated access communications services provided as specified herein.

**ACCESS SERVICE**

**CHECK SHEET**

All pages of this tariff listed below are effective as of the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	1st Revision	27.1	*3rd Revision	58	2nd Revision
2	*12th Revision	28	1st Revision	59	*4th Revision
3	1st Revision	29	*2nd Revision	60	1st Revision
4	1st Revision	30	1st Revision		
5	2nd Revision	31	*2nd Revision		
6	3rd Revision	32	*2nd Revision		
7	2nd Revision	33	1st Revision		
8	2nd Revision	34	1st Revision		
9	2nd Revision	35	1st Revision		
9.1	1st Revision	36	1st Revision		
10	2nd Revision	37	1st Revision		
11	3rd Revision	38	*2nd Revision		
12	2nd Revision	38.1	Original		
13	1st Revision	39	2nd Revision		
14	2nd Revision	40	1st Revision		
15	2nd Revision	41	*9th Revision		
15.1	2nd Revision	42	*4th Revision		
16	2nd Revision	43	1st Revision		
17	2nd Revision	44	1st Revision		
18	4th Revision	45	1st Revision		
18.1	Original	46	1st Revision		
18.2	Original	47	1st Revision		
18.3	Original	48	1st Revision		
19	1st Revision	49	1st Revision		
20	1st Revision	50	1st Revision		
21	1st Revision	51	*4th Revision		
22	1st Revision	52	2nd Revision		
23	1st Revision	53	1st Revision		
24	*3rd Revision	54	1st Revision		
25	1st Revision	55	1st Revision		
26	*4th Revision	56	1st Revision		
27	*4th Revision	57	1st Revision		

\* New or revised page.

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(Issued under Transmittal No. 12)

Director of Regulatory Affairs  
3901 N. Louise Avenue  
Sioux Falls, SD 57107

ACCESS SERVICE

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ISSUING CARRIERS

Midcontinent Communications

(Z)

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ISSUED: June 23, 2009

EFFECTIVE: June 24, 2009

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.
- (Z) To signify a typographical correction.

**ABBREVIATIONS**

- B8ZS Bipolar with 8-zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS Digital Cross Connect.
- DS0 Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps.
- DS1 Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS (cont'd)**

**ABBREVIATIONS (cont'd)**

DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.	(Z)
Gbps	Gigabits per second; billions of bits per second.	
ICB	Individual Case Basis.	
Kbps	Kilobits per second; 1000s of bits per second.	
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the Districts of Columbia in Civil Action No. 17-19, within which a Local Exchange Company provides communications services.	
LEC	Local Exchange Company	
Mbps	Megabits per second; millions of bits per second.	(Z)
N/A	Not available.	
OC-48	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps.	
OC-12	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.	
OC-3	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.	
POP	Point of Presence.	
MIT	Midcontinent Communications	

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ACCESS SERVICE

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ACCESS SERVICE

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SECTION 1 – DEFINITIONS

**Access Code:** Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-XXX, or 950-1XXX

**Access Minutes:** Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**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 switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account:** The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision:** The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

**Bits per Second (bps):** The number of bits transmitted in a one second interval.

**Call:** A Customer attempt for which the complete address code is provided to the service end office.

**Central Office:** A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

**City:** For the purposes of this tariff, the term City denotes a specific geographic area serviced by the Carrier. A city is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

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ACCESS SERVICE

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SECTION 1 – DEFINITIONS (cont'd)

**Communications System:** Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Collocation:** Carrier facilities and/or equipment located in LEC central offices.

**Commission:** Federal Communications Commission

**Company:** For the purposes of this document, Company shall refer to Midcontinent Communications.

**Customer:** Any person, firm, partnership corporation, or other entity which uses service offered under the terms and conditions of this document and is responsible for the payment of charges.

**Customer Agreement:** The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises:** The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence:** The physical location associated with the Customer's communication system.

**Dedicated Access or Dedicated Transport:** A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**Dual Tone Multifrequency (DTMF):** Tone signaling, also known as touch tone signaling.

**End Office Switch:** A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**End User:** Any person, firm, partnership, corporation, or other entity which uses the service of the Company under the terms and conditions of this tariff. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmission offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

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ACCESS SERVICE

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SECTION 1 – DEFINITIONS (cont'd)

**Entry Switch:** First point of switching.

**Exchange:** A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities:** Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, office switching equipment, etc., utilized to provide the service offered under this tariff.

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

**First point of Switching:** The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Interexchange Carrier (IC):** Any individual, partnership, association, corporation, or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

**Hertz:** A unit of frequency equal to one cycle per second.

**Holidays:** New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve 12:00 p.m. to 11:59 p.m., Christmas Day, New Years Eve 12:00 p.m. to 11:59 p.m.

**ILEC Rate:** The basic rate charged for a specified service by the incumbent local exchange carrier ("ILEC") serving the area where the service is provided. The Company will determine ILEC Rates based on tariffs filed by the relevant ILECs or, if tariffs are unavailable, the most recent public information obtained by the Company concerning the relevant rates.

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ACCESS SERVICE

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**SECTION 1 – DEFINITIONS (cont'd)**

**Interstate:** For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications:** Any communications which originate and terminate within the same state regardless of intermediate routing.

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ACCESS SERVICE

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SECTION 1 – DEFINITIONS (cont'd)

**Local Access and Transport Area (LATA):** A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic, and other purposes.

**Local Calling Area:** A geographical area, as defined in the Company's local or general exchange service in which an end user may complete a call without incurring toll usage charges.

**Message:** A message is a Call as defined above.

**N/A:** Not Available.

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

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

**Off-Net:** One or more Customer or End User locations not served directly by the Company's network facilities.

**On-Net:** Customer and End User locations served directly by the Company's network facilities.

**Originating Direction:** The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

**Point of Presence:** The physical location of an Interexchange Carrier's facilities.

**Point of Termination:** The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises:** The physical space designated by the Customer for the termination of the Company's service.

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ACCESS SERVICE

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SECTION 1 – DEFINITIONS (cont'd)

**RBOC Rate:** The rate charged by the Regional Bell Operating Company for the state in which the service is provided.

(N)  
(N)

**Serving Wire Center:** The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

**Special Access:** See Dedicated Access.

**Term Agreement:** A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

**Terminal Equipment:** Customer provided telecommunications devices, apparatus, and associated wiring on the Customer-designated premises.

**Terminating Direction:** The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

**Transmission Path:** An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

**Trunk Group:** A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**United States:** The United States and its territories.

**Wire Center:** A physical location in which one or more central offices, used for the provision of exchange services, are located.

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## **SECTION 2 – TERMS AND CONDITIONS**

### **2.1 Undertaking of Midcontinent Communications**

The Company's service is furnished to Customers for communications purposes. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

### **2.2 Limitations On Service**

**2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law, or to protect the technical integrity of the Network.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

**2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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ACCESS SERVICE

SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or change in the location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

2.4 Location of Service

Service originates or terminates at locations within the United States specified in the individual product descriptions in this tariff.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

- (A) The use of the Service for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another.
- (B) The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other customers.

(N)

(N)

2.5.3 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.4 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.5.5 The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

(D)(N)

(D)(N)

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.5 Use of Service (cont'd)

- 2.5.5 The Company's equipment, channels, and lines must be carefully used. The Customer is responsible for any loss of, or damage to, the system equipment arising out of the negligent or willful act or omission of the Customer or its agents, employees, authorized users, or independent contractors.

2.6 Discontinuance and Restoration of Service

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.6.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for the service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. In case of discontinuance at the Customer's request, all applicable charges, including termination charges, shall become due.

2.6.2 Cancellation by the Company

- A. For Nonpayment: The Company, by giving 24 hours prior written notice to the Customer, and in accordance with applicable law, may discontinue or suspend service or cancel an application for service without incurring any liability when there is an unpaid balance for the service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges and may be assessed a Return Check Charge.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.6 Discontinuance and Restoration of Service (cont'd)

2.6.2 Cancellation by Company (cont'd)

- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service without notice, for any violation of any law, rule, regulation, or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction
- E. For other violations: Upon violation by the Customer of any of the other material terms or conditions for obtaining service, the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- F. For Customer's insolvency: 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.
- G. Failure to comply with 2.5.2 preceding could result in immediate disconnection (N) and appropriate legal action as deemed necessary by the Company
- H. Threat made toward the Company and/or its employees could result in immediate disconnect of services and appropriate legal action as deemed necessary by the Company.

Certain rates (or regulations) previously found on this page can now be found on page 15.1

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**2.6 Discontinuance and Restoration of Service (cont'd)**

**2.6.2 Cancellation by Company (cont'd)**

Upon the Company's discontinuance of service to the Customer under this Section 2.6.2, 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 services would have otherwise been provided to the Customer to be immediately due and payable. These amounts are in addition to any termination liabilities under Section 2.6.4.

**2.6.3 Refusal of Service**

Subject to 2.6.5 following, the Company may refuse additional applications for service and/or refuse to complete any pending orders for service if the Customer has had service discontinued under 2.6.2 preceding or meets any of the criteria for having service discontinued under 2.6.2 preceding.

(Z)

**2.6.4 Non-Waiver**

If the Company does not refuse additional applications for service and does not discontinue the provision of services as specified herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of services to the non-complying Customer without further notice.

**2.6.5 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.

(Z)

Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations which specify the priority system for such activities.

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ISSUED: December 16, 2010

EFFECTIVE: December 17, 2010

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ACCESS SERVICE

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

**2.7 Cancellation or Modification of application for Service**

Where the customer or applicant cancels an application for service prior to receipt of the firm order confirmation (FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the service date is expedited, additional charges to advance the installation will be billed to the Customer.

(Z)

Where installation of service has been started (after FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the due date is changed by the Customer after the installation has started, additional charges could be applicable for rescheduling the installation at a later time.

If the customer requests the Company to re-engineer any services after the exclusion of an application for service, the Customer will be liable for a re-engineering fee based on time and expenses related to the re-engineering.

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ACCESS SERVICE

SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month from the start of service, unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

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2.10 Billing and Payments

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The customer shall receive its bill in paper format. Where available, special arrangements can be made for non-paper billing alternatives. Such bills are due upon receipt, regardless of the media utilized for their delivery. It shall be the Customer's responsibility to contact the Company within a reasonable time frame after the end of such billing cycle if the bill is not received. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 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 billing.

(N)  
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ACCESS SERVICE

SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.10 Billing and Payments (cont'd)

- 2.10.2 The Company shall bill for all services rendered within 540 days of the scheduled billing date or shall forfeit the right to collect for such charges. (C)  
The Company has the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 540-day period. The Company shall adjust any such charges from the Customer's service charges. (C)

NOTE: Add 30 days for Third Party Billing Considerations.

- 2.10.3 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (last business day of the month) and are payable in immediately available funds.

If any portion of the payment is received by the Company after the payment due date, as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged). The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. Any claim must be submitted to the Company within 60 days of receipt of billing for the disputed services, must specify the amount in dispute and must describe the basis for the claim in detail. If the Customer does not submit a claim in accordance with the procedures described in this Section 2.11, the Customer waives all rights to filing a claim thereafter. In the case of a dispute concerning the appropriate regulatory treatment of traffic, the Customer must provide specific information that demonstrates the jurisdiction or type of the traffic subject to the dispute. (C)

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.11 Claims and Disputes (cont'd)**

Disputes must be sent to the Midcontinent address on the invoice.

In order for a dispute to be considered “valid”, Customers must submit disputes with sufficient documentation to support the claim. Claims without sufficient documentation to process will be rejected by Midcontinent and the Customer will be contacted and notified of such. Payment in full will be expected at that time.

Sufficient documentation consists of the following information, where such information is relevant to the dispute:

**Special Access and Switched Access Circuits**

- The nature of the dispute (i.e., incorrect rate, incorrect circuit; type (incorrect mileage, etc.), including basis for dispute;
- Circuit ID(s)
- Billing Account Number(s) (BANs) assigned by Midcontinent;
- Amount of money in dispute by jurisdiction; and
- Invoice number.

**Usage**

- Nature of the dispute (i.e. incorrect rate, incorrect minutes-of-use, etc.), including basis for dispute;
- Type of usage (i.e., originating or terminating, direct or tandem routed);
- Midcontinent end office where the MOU originated or terminated (if applicable);
- Number of minutes in dispute by jurisdiction, direction and routing method;
- Billing Account Number(s) (BANs) assigned by Midcontinent;
- Amounts of money in dispute by jurisdiction
- Invoice number

The Company and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute. This data may include, but is not limited to summarized usage data by date.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.11 Claims and Disputes (cont'd)

If the Company determines that the dispute is not valid and the Customer disagrees with the decision, the parties agree to meet in an attempt to reach an understanding of each party's position and recommendation for resolution by either or both sides and establish a series of follow-up meetings, if necessary. If after sufficient informational meetings have occurred with no resolution and the parties still disagree on the billing, the Customer and Midcontinent will escalate the dispute as set forth in 2.11.1, following.

2.11.1. Resolution of the dispute, or a plan to resolve the dispute, is expected to occur at the first level of management within sixty (60) calendar days resulting in a recommendation for settlement of the dispute and closure of the issue. If the dispute is not resolved within the allotted time frame, the following resolution procedures will be implemented:

1. If the disputed is not resolved within sixty (60) calendar days of receipt of an acceptable documented claim, or ongoing meetings to settle the dispute are not occurring or any deemed non-productive, the dispute will be escalated to the Regulatory contact(s) for each of the respective parties for resolution. If the dispute is not resolved within thirty (30) calendar days after involvement of Regulatory, the dispute will be escalated to the next higher level of management for each of the respective parties for resolution.
2. Each party will provide to the other Party an escalation list for resolving billing disputes at the time the dispute is escalated to their respective Regulatory departments. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in 2.11.1.1 preceding.

If the dispute is not resolved within sixty (60) days of receipt of an acceptable documented claim or if either Party is deemed to not be acting in good faith to resolve the dispute, the Formal Dispute Resolution process outlined in section 2.11.3, Formal Dispute Resolution, following may be invoked.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.11 Claims and Disputes (cont'd)**

**2.11.2. Resolution of the Dispute.**

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, Midcontinent shall credit the Customer's bill for the amount of the disputed charges. No interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3, preceding. Midcontinent will credit the Customer's bill within sixty (60) days of the resolution of the dispute.
3. In the event that the Company agrees to refund a credit by check, the late factor credit will be applied up to and including the date of issuance of the check.
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the company and the Customer has withheld the disputed amount, the Customer shall pay Midcontinent the disputed amount and any associated late payment charges as set forth in section 2.10. Billing and Payment, preceding, by the next billing due date after resolution of the dispute.
6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.11.

**2.11.3 Formal Dispute Resolution**

All unresolved disputes arising out of the provision of services under this Tariff may be submitted to the Commission for resolution in accordance with its dispute resolution process. The outcome of such process will be binding on the parties, subject to any right to appeal a decision reached by the Commission under applicable law. The Company and the Customer will notify one another in the event that this route is taken.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

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**2.12 Payment of Deposits**

**2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.

**2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.12 Payment of Deposits (cont'd)**

**2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a six month prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.

**2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest 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.

**2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

**2.13 Inspection, Testing, and Adjustments**

**2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation, or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and an interruption allowance is requested by the Customer.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

**2.14 Interconnection**

**2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems; subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or equipment of the Company with services or facilities of other common carriers or with private systems.

**2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

**2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

**2.15 Liability of the Company**

**2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption, or delay occurs.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.15 Liability of the Company**

**2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

**2.15.3** When the services or facilities of other companies are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants, or employees.

**2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request of the United States government or any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

**2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

**2.15.6** The Company will make reasonable efforts to cure any material failure to provide service caused by Company hardware, software, or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, and pursuant to applicable state law, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) Customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.16 Liability of the Customer**

The Customer shall indemnify, defend, and hold harmless the Company (including the costs of reasonable attorney's fees) against:

**2.16.1** Claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

**2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus, or systems of the Customer; and

**2.16.3** All claims of any kind by the Customer's End User(s); and

**2.16.4** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or Customer, in connection with any service or facilities or equipment provided by the Company.

**2.17 Taxes and Regulatory Fees**

Federal excise tax and state and local sales, use, regulatory fees, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items.

**2.18 Local Charges**

In certain instances, the Customer may be subject to local exchange Company charges or message unit charges to access the Company's network or to terminate interstate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.19 Reserved for Future Use

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2.20 Obligations of the Customer

2.20.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.20 Obligations of the Customer (cont'd)**

**2.20.2 Ownership of Facilities**

Other than facilities, equipment, or devices provided by the Customer, the Company will provide, install, maintain, operate, and control any equipment, cable, or facilities associated with or connected to the Network (System Equipment). Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Unless otherwise provided, the Company is responsible for the cost of purchasing, and installing all System Equipment and such System Equipment is, and remains, the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Upon notice to the Customer, the Company may remove or replace its system equipment at any time.

**2.20.3 Equipment Space and Power**

If necessary, the Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance, or removal of Company Service.

**2.20.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.20 Obligations of the Customer (cont'd)**

**2.20.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations, or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**2.20.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

**2.20.7 Jurisdictional Reports**

Except as described below, for originating and terminating switched access services, when the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill using these actual minutes of use. Except for originating 700, 800 and 900 traffic, the Company shall use the PIU factor provided by the Customer for all such traffic as outlined below.

The Company shall accept PIU estimates from customers no more frequently than on a quarterly basis, subject to the Company's right to review and request adjustment of any customer-provided PIU as follows. The Company reserves the right to review and adjust any customer-provided PIU to reflect the actual jurisdiction of originating and terminating access minutes of use attributable to such customer, but any adjustment made more than thirty (30) days after the receipt of a PIU estimate shall apply only to access minutes of use after the date of the adjustment. The customer shall be entitled to seek review of any adjustment in accordance with procedure specified below.

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SECTION 2 – TERMS AND CONDITIONS (cont'd)

2.20 Obligations of the Customer (cont'd)

2.20.7 Jurisdictional Reports (cont'd)

To determine the jurisdiction of a call, the Company compares the originating number information with the terminating number information to determine the jurisdiction of a call for traffic terminated by the Company. This function may be performed for the Company by a third party.

The Company developed PIU for access minutes will be determined based on traffic at the Company's end office. When the access minutes are measured, the PIU will be developed on a quarterly basis by dividing the measured Interstate originating or terminating access minutes by the total measured originating or terminating access minutes.

Traffic without sufficient call detail shall be that traffic for which the originating number information lacks a valid Charge Party Number (ChPN) or Calling Party Number (CPN) (hereafter "Undetermined Traffic").

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**2.20 Obligations of the Customer (cont'd)**

**2.20.7 Jurisdictional Reports (cont'd)**

In the event that the Company applies the intrastate terminating access rate to calls without sufficient call detail (Undetermined Traffic) as provided in the Company's state tariff or price list for the state in which the traffic terminates, the Customer will have the opportunity to request backup documentation regarding the Company's basis for such application, and further request that the Company change the applications of the intrastate access rate upon a showing of why the intrastate rate should not be applied. Any such request must be made within the time period specified in Section 2.11, Claims and Disputes.

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**2.20.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

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- A. For nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of the chargeable elements times the interstate rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent interstate use times actual use (measured or Company assumed average use) times the interstate rate.
- C. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measured or Company assumed average use) times the interstate rate.

**2.21 Reserved for future use**

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.22 Use of Company Name, Logo, and Service Mark**

A Customer may not use the Company's name, logo, or servicemark in connection with a Customer's marketing of services to end users, even where those services include services supplied by the Company.

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**SECTION 3 – SWITCHED ACCESS SERVICE**

**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching, and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate and terminate calls between an end user's premises and a Customer's premises in the LATA where it is provided.

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The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

**3.2 Manner of Provision**

Switched access is furnished in either quantities of lines or trunks. FGD is furnished on a per-trunk basis.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirements of the Customer.

There are three major traffic types. These are: Originating, Terminating, and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User; and, Directory Assistance traffic type represents access capacity within an exchange for carrying Directory Assistance traffic from the Customer to a Directory Assistance location. When ordering capacity for FGD Access, the Customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.3 Rate Categories**

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

- Carrier Common Line Access Service
- End Office Local Switching
- Tandem Switched Management Services

**3.3.1 Carrier Common Line Access Service**

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Interstate Communications.

**3.3.1.1 Limitations**

**A. Exclusions**

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangement are not included in the rates and charges for Carrier Common Line Access.

**B. Access Groups**

All line side connections provided in the same access group will be limited to the same features and operating characteristics. All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

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SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

3.3 Rate Categories (cont'd)

3.3.1 Carrier Common Line Access Service (cont'd)

3.3.1.1 Limitations (cont'd)

C. WATS Access Lines

Where Switched Access Services are connected with Special Access Services at telephone Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access per minute charges with the following exception. Carrier Common Line Access per minute charges shall apply when Feature Group A or Feature Group B switched access is ordered from a non-equal access telephone Company office that does not have measurement capabilities and the assumed average access minutes, as set forth in the exchange carrier's access tariff, are used.

3.3.2 End Office Local Switching

3.3.2.1 The End Office Local Switching rate category provides for the use of the Company-provided end office switch(es) where the Customer traffic is switched to originate or terminate its communications. Included in Local Switching are: (T)

- A. Common Switching that provides the local end office switching functions and optional features.
- B. Transport Termination that provides for the trunk side arrangements that terminate Transport facilities. The number of Transport Terminations provided will be determined by the Company. (T)

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SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

3.3 Rate Categories (cont'd)

3.3.3 Tandem Switched Management Services

3.3.3.1 Tandem Switched Management Service rate category establishes the charges related to Tandem Switched Transport. Tandem Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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3.3.3.2 The Company will work cooperatively with the Customer in determining how to properly route traffic.

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Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer Point of Presence where such facilities are provided.

3.3.3.3 Where End Offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with a service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

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SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

3.4 Reserved for future use

3.5 Special Construction

Special Construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case basis. Special Construction is undertaken:

- A. Where facilities are not presently available,
- B. Where the service is a type other than that which the Company would normally utilize in the furnishing of its service;
- C. Where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. Where the service is in a quantity greater than that which the Company would normally provide;
- E. Where service is requested on an expedited basis;
- F. Where service is requested on a temporary basis until permanent facilities are available;
- G. Where the service requested involves abnormal costs; or
- H. Where service is requested in advance of the Company's normal construction schedule.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.6 Obligations of the Company**

**3.6.1 Network Management**

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls (i.e., those actions, such as call gapping) which selectively cancel the completion of traffic over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of the Company or Customer facilities, natural disasters, mass calling, or national security demands.

**3.6.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire (or four-wire where available) trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.6 Obligations of the Company (cont'd)**

**3.6.3 Provision of Service Performance Data**

Subject to availability and consistent with CPNI regulations, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. (N)

This data provides information on overall end-to-end call completion and non-completion performance, e.g., Customer equipment blockage, failure results, and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.6.4 Trunk Group Measurement Reports**

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count, and overflow to the Customer based on previously agreed to intervals.

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**A. Mixed Interstate and Intrastate Access Service:**

When mixed interstate and intrastate Switched Access Service is provided, all usage charges will be prorated between interstate and intrastate.

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### SECTION 3 – SWITCHED ACCESS SERVICE

#### 3.7 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

##### 3.7.1 Report Requirements

Customers are responsible for providing the Jurisdictional Reports to the Company when applicable.

When a Customer orders Switched Access Service for interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

##### 3.7.2 On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

#### 3.8 Rate Regulations

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

##### 3.8.1 Access Charges

Certain Access Charges are applied on a per access minute basis. Access minute charges to the Customer are accumulated over a monthly period. (T)

Certain rates (or regulations) previously found on this page can now be found on page 38.1.

ACCESS SERVICE

3.8.2 8XX Data Base Query Service Charges

- A. A Basic or Vertical Feature Query charge is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered.
- (1) The Basic Query provides the identification of the customers to whom the call will be delivered and includes area of service routing, which allows routing of 8XX calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.
  - (2) The Vertical Feature Query provides the same customer identification as the basic query and vertical features, which may include: (a) call validation, (ensuring that calls originate from subscribed service areas); (b) POTS translation of 8XX numbers; (c) alternate POTS translation (which allows subscribers to vary the routing of 8XX calls based on factors such as time of day, place or origination of the call, etc.); (d) multiple carrier routing which allows subscribers to route to different carriers based on factors similar to those in (c).
- B. A Call Handling & Destination feature charge is assessed for each query launched to the data base that identifies various destination options, such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

3.8.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

Certain rates (or regulations) on this page formerly appeared on page 38.

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SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

3.8 Rate Regulations (cont'd)

3.8.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.8.3 Moves

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

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

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.8 Rate Regulations (cont'd)**

**3.8.4 Installation of Optional features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the Customer maintains the same Customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e., installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

**3.8.5 Service Rearrangements**

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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## ACCESS SERVICE

## SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

## 3.9 Recurring Charges

## A. Carrier Common Line Access Service

Per Minute Charge:

<u>Originating</u>	<u>Terminating</u>
--------------------	--------------------

\$0.00000	\$0.00000
-----------	-----------

## B. Tandem Switched Management Services

1. Installation Charge: ICB

2. Port Connections: ICB  
Monthly Charge: ICBDS1 Port Connection: ICB  
DS3 Port Connection: ICB3. Per Minute Charge: (a) MN, ND, SD: (T)  
Tandem Switching \$0.002252  
Tandem Transport Fixed \$0.00024  
Tandem Transport per Mile \$0.00003(b) KS: (N)  
Tandem Switching \$0.000288  
Tandem Transport Fixed \$0.000053  
Tandem Transport per Mile \$0.000003  
Multiplexing \$0.000047  
Host-Remote Transport Fixed \$0.000173  
Host-Remote Transport per Mile \$0.000014 (N)4. Switch Management Services Expedited Trunk Code Routing Changes  
(1-15 codes)

Nonrecurring ICB

Certain material formerly appearing on 8th revision of this page was moved to page 42. (N)

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SECTION 3-SWITCHED ACCESS SERVICE (cont'd)

3.9 Recurring Charges (cont'd)

C. End Office Local Switching

<u>Per Access Minute</u>		(M)
Local Switching Terminating	\$0.000700	
End Office Port Terminating	\$0.000000	
Local Switching Originating:		(M)
MN, ND, SD:	\$0.001974	(T, M)
KS:	\$0.002563	(N)
End Office Port Originating		(M)
MN, ND, SD:	\$0.000747	(T, M)
KS:	\$0.0009	(N)

D. 8XX Data Base Access Service Queries

Per Query \$0.004053

E. Special Construction

ICB

Certain material appearing on this page formerly appeared on 8th revision page 41. (N)

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**SECTION 4 – DEDICATED TRANSPORT**

**4.1 General**

The Company provides interstate Dedicated Transport Service with transmission speeds up to DS3 level. Where available, Dedicated Transport Service is offered on a point to point basis. Each Dedicated Transport service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

**4.1.1 Two Point Service**

Two Point Service allows two Customer designated locations to be connected by one Dedicated Transport Service. The service terminated at both locations must be the same speed and same capacity.

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**SECTION 4 – DEDICATED TRANSPORT (cont'd)**

**4.2 Standard Pricing Plan Description**

**4.2.1 Non Recurring Charges**

Nonrecurring Charges (NRC) are one-time only provisioning charges that apply on a city-specific basis. NRCs may be waived for certain promotions and under the specific terms of individually negotiated contract services.

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**4.2.2 Recurring Charges**

Recurring Charges are monthly charges applied to on-net and off-net on a city-specific basis. Recurring charges apply to Two Point Service.

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Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

**A. Channel Termination**

The Channel Termination rate category provides for the communications path between a Customer designated premises and the serving wire center of that premise.

**B. Channel Mileage**

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two Customer premises.

**C. Optional Features and Functions**

Optional Features and Functions may be added to a special access service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

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SECTION 4 – DEDICATED TRANSPORT (cont'd)

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4.3 Service Descriptions

4.3.1 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 voice grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 56Kbps channels.

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4.3.2 Analog Voice Grade Service

Analog Voice Grade Service is available in two-wire configuration. This service provides an analog circuit termination at Customer designated locations which can be used for either voice or data transmission. Analog Voice Grade Service utilizes a bandwidth of 300 to 3000 hertz and can send analog data at speeds up to 9.6 Kbps.

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SECTION 4 – DEDICATED TRANSPORT (cont'd)

4.3 Service Descriptions (cont'd)

4.3.3 Custom Services

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in 4.3.4.

4.3.4 Special Construction

Special construction or arrangement of facilities may be undertaken on a reasonable effort basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- A. where facilities are not presently available,
- B. Where the service is a type other than that which the Company would normally utilize in the furnishing of its service;
- C. Where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. Where the service is in a quantity greater than that which the Company would normally provide;
- E. Where service is requested on an expedited basis;
- F. Where service is requested on a temporary basis until permanent facilities are available;
- G. Where the service requested involves abnormal costs; or
- H. Where service is requested in advance of the Company's normal construction schedule.

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**SECTION 4 – DEDICATED TRANSPORT (cont'd)**

**4.3 Service Descriptions (cont'd)**

**4.3.5 Time and Material**

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 4.5 for any maintenance visits with respect to service problems which are determined to arise from equipment of facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for the payment of Time and Material charges as listed in Section 4.5 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company Facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such cases Time and Material Charges listed in Section 4.5 will apply. If installation is started during regular business hours but, at the Customer request, extends beyond regular business hours into time periods including, but not limited to, weekends and/or night hours, additional charges, as specified in 4.5, may apply.

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SECTION 4 – DEDICATED TRANSPORT (cont'd)

4.4 RESERVED

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**SECTION 4 – DEDICATED TRANSPORT (cont'd)**

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**SECTION 4 – DEDICATED TRANSPORT (cont'd)**

**4.5 Time and Material Charges**

Basic Time, normally scheduled working hours, per technician

<b>1<sup>st</sup> ½ hour or fraction</b>	<b>\$80.00</b>
<b>Each additional ½ hour or fraction</b>	<b>\$50.00</b>

Overtime, outside of normally scheduled working hours, per engineer or technician

<b>1<sup>st</sup> ½ hour or fraction</b>	<b>\$90.00</b>
<b>Each additional ½ hour or fraction</b>	<b>\$60.00</b>

Premium time, outside of scheduled work day, per engineer or technician

<b>1<sup>st</sup> ½ hour or fraction</b>	<b>\$110.00</b>
<b>Each additional ½ hour or fraction</b>	<b>\$90.00</b>

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SECTION 5 – MISCELLANEOUS CHARGES

5.1 End User Access Charge

	<u>Primary Residential or Single Line Business</u> (per line or trunk)	<u>Non-primary Residential</u> (per line or trunk)	<u>Centrex &amp; Multiline Business</u> (per line or trunk)	<u>ISDN PRI</u> (per facility)	
MN	RBOC Rate	RBOC Rate	RBOC Rate	RBOC Rate	
ND	RBOC Rate	RBOC Rate	RBOC Rate	RBOC Rate	
SD	RBOC Rate	RBOC Rate	RBOC Rate	RBOC Rate	
KS	RBOC Rate	RBOC Rate	RBOC Rate	RBOC Rate	(N)

**Note:** It is the Interexchange Carrier's responsibility to ensure the End User Access Charge is passed on to the End User.

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**SECTION 5 – MISCELLANEOUS CHARGES**

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**SECTION 6 – RESERVED FOR FUTURE USE**

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SECTION 7 – CUSTOMER SPECIFIC CONTRACTS

7.1 General

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any similarly situated Customer that places an order within 90 days of their effective date (i.e., Term Agreements).

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**SECTION 8 – LOCAL NUMBER PORTABILITY**

**8.1 Local Number Portability (LNP) General Description**

Local Number Portability (LNP) allows, where facilities permit; (1) a local exchange telephone service Customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., FCC No. 4. Tariff.

**8.2 Local Number Portability Query Description**

**8.2.1** LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a Customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.

**8.2.2** Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc., FCC No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge, as described in Section 8.6.1.1. or 8.6.1.2 following.

**8.2.3** When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge, as shown in Section 8.7 following.

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**SECTION 8 – LOCAL NUMBER PORTABILITY (cont'd)**

**8.3 Local Number Portability Query Arrangements**

**8.3.1** There are two arrangements of LNPQ available through the Company's network:

LNP Query-Tandem

LNP Query-End Office

**8.3.2** Following is a detailed description of the available service application:

**8.3.2.1** When the Company performs a query on behalf of a carrier that delivers a call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.

**8.3.2.2** When a Company Tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. FCC No. 4 tariff.

**8.3.2.3** When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

**8.4 Limitations**

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

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**SECTION 8 – LOCAL NUMBER PORTABILITY (cont'd)**

**8.5 Local Number Portability Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, Customer facilities, or other networks, natural disasters, mass calling, law enforcement, or national security demands.

**8.6 LNPQ Rate Regulations**

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

**8.6.1 LNPQ Rate Elements**

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

**8.6.1.1** LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

**8.6.1.2** LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

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**SECTION 8 – LOCAL NUMBER PORTABILITY (cont'd)**

**8.7 LNPQ Rates**

LNP Query Tandem (per query)	\$ RBOC Rate	(C)
LNP Query-End Office (per query)	\$ RBOC Rate	(C)

**8.8 LNP End User Surcharge**

**8.8.1** The Company will assess a monthly number-portability charge to Customer's end users served by LNP-capable switches. The charge applies to Company's end users served by LNP-capable switches effective with this tariff section. The Company will assess the charge in each end office at such time as the end office becomes LNP Capable.

**8.8.2** The monthly charge is assessed, as determined by the Company, to all end users or resellers of local exchange service. The LNP End User Surcharge is assessed on a per line basis except as set forth following:

**8.8.2.1** When a Customer is provided Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice-grade equivalent channels over a single T-1 facility, the LNP End User Surcharge for the ISDN-PRI is assessed per T-1 facility.

**8.8.2.2** When a Customer is provided PBX Service, the LNP End User Surcharge is assessed per PBX trunk.

The LNP End User Surcharge is not assessed to Lifeline Customers.

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ISSUED: June 28, 2013

(Issued under Transmittal No. 8)

EFFECTIVE: July 1, 2013

Tom Simmons  
Sr. Vice President – Public Policy  
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Sioux Falls, SD 57107

**ACCESS SERVICE**

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**SECTION 8 – LOCAL NUMBER PORTABILITY (cont'd)**

**8.9 LNP End User Surcharge Rates**

The rates and charges associated with LNP End User Surcharge will be billed monthly.

	<b>Basic, per line per month</b>	<b>ISDN-PRI per T1 per month</b>	<b>PBX, per trunk per month</b>	
<b>MN</b>	\$ 0.43	\$ 0.43	\$ 0.43	
<b>ND</b>	\$ 0.43	\$ 0.43	\$ 0.43	
<b>SD</b>	\$ 0.43	\$ 0.43	\$ 0.43	
<b>KS</b>	\$ 0.43	\$ 0.43	\$ 0.43	(N)

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ISSUED: January 17, 2017

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(Issued under Transmittal No. 12)

Director of Regulatory Affairs  
3901 N. Louise Avenue  
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**ACCESS SERVICE**

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**SECTION 9**

**9.1 BNA Rates**

- |   |          |
|---|----------|
| - Per BNA Order   | \$ 50.94 |
| - Per BNA Record  | \$ 0.33  |
| - Optional Magnetic<br>Tape Charge – Per<br>Magnetic Tape | \$ 91.44 |
| - Optional Format<br>Programming Charge                   |          |
| - Per each half hour<br>Or fraction thereof               |          |

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ISSUED: June 23, 2009

EFFECTIVE: June 24, 2009

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