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INTERSTATE ACCESS SERVICE

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AMERIMEX COMMUNICATIONS CORP.  
REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO  
INTERSTATE ACCESS SERVICE

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Issued: October 2, 2002

Effective: October 3, 2002

Donald L. Aldridge, President  
AmeriMex Communications Corp.  
20 Mansell Court East, Suite 200  
Roswell, Georgia 30076

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INTERSTATE ACCESS SERVICE

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION
1	Seventh	*	26	Original
2	Original		27	Original
3	Original		28	Original
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

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

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interstate access services by AmeriMex Communications Corp. (hereinafter the Company).

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SECTION 2 – DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or termination traffic between end offices and a Customer's premises.

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.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

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CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

CUSTOMER - Any individual, partnership, association, corporation or other entity which uses the services offered under this tariff, including both Interexchange Carriers and End Users.

COMPANY - AmeriMex Communications Corp.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE/CENTRAL OFFICE SWITCH - A switching system that sets up and takes down voice-grade communications paths, and routes between End Users and Carriers, or between two End Users, and that exchanges signaling with other switches on the PSTN.

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## SECTION 2 - DEFINITIONS (continued)

END USER - Any customer of an interstate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

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, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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.

INTERSTATE COMMUNICATIONS - Any communications which crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communications which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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 tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

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.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.



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## SECTION 2 - DEFINITIONS (continued)

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 the Company's communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way,

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier'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.

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 3 - REGULATION3.1. Undertaking of the Company

## 3.1.1 Scope

The Company shall be responsible only for the installation, operation, and maintenance of the services it provides. The Company does not undertake to transmit messages under this tariff. The Company will provide services subject to the availability of facilities. When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

## 3.1.2 Use of Service

- A. Service may be used for any lawful purpose by the Customer.
- B. 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.
- C. 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.
- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. 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. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- E. Service may be used for any lawful purpose by the Customer or by any End User.
- F. 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.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.3 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff and subject to the provisions of this Tariff, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Board, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.3 Liability of the Company

- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- H. The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
  - 1. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
  - 2. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.3 Liability of the Company

- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- L. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

## 3.1.4 Limitations

- A. 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.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit message, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgement,
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.4 Limitations

F. The Customer may not assign or transfer the use of services provided under this tariff, however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

1. another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

## 3.1.5 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

## 3.1.6 Minimum Period of Service

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

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.7 Payment for Services Rendered

- A. Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- B. The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- C. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.

## 3.1.8 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- B. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- C. 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.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.8 Deposits (continued)

- D. When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- E. Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

## 3.1.9 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

## 3.1.10 Disputed Bills

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request, an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

## 3.1.11 Installation and Termination of Services

The Interstate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 3 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the Customer's premises beyond such point of interconnection are the sole responsibility of the Customer.

## 3.1.12 Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.



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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.13 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

## 3.1.14 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposit prior to reconnection.

## 3.1.15 Suspension or termination shall not be made until:

- A. At least 10 days after written notification has been served personally on the Customer, or at least 13 days after written notification has been mailed to the billing address of the Customer or;
- B. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays, or on days when the main business office of the Company is not open for business.

## 3.1.16 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.16 Exceptions to Suspension and Termination

- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

## 3.1.17 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

## 3.1.18 Termination for Cause other than Nonpayment

## A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connections(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgement of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.18 Termination for Cause other than Nonpayment

## B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges; or
2. Permitting fraudulent use.

## C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - (a) No charge shall apply for the period during which service had been terminated, and
  - (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

## D. Change in the Company's Ability to Secure Facilities

Any change in the Company's ability (1) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (2) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

## 3.1.19 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a following-up to a request made by telephone.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.1. Undertaking of the Company (continued)

## 3.1.20 Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## 3.1.21 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

## 3.1.22 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months notice in order to provide service to the Customer.

3.2. Obligations of the Customer

## 3.2.1 Damages

The Customer shall reimburse the Company for damages to the 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 facilities, or due to malfunction of any facilities or equipment provided for or by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.2. Obligations of the Customer (continued)

## 3.2.2 Ownership or Control of Facilities and Theft

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

## 3.2.3 Equipment Space and Power

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 the Company. The Customer shall 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.

## 3.2.4 Testing

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.

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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.

## 3.2.5 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.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.2. Obligations of the Customer (continued)

## 3.2.6 Network Contingency Coordination

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

## 3.2.7 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

## 3.2.8 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.2. Obligations of the Customer (continued)

## 3.2.9 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage calculated from actual Billing Period Records or in the event such detail is unavailable for any reason, as provided in the reports as set forth in 3.8.2. 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:

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

## 3.2.10 Taxes and Fees

- A. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are as listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- B. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

## 3.2.11 Claims and Demands for Damages

- A. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.

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INTERSTATE ACCESS SERVICE

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SECTION 3 - REGULATION (continued)3.2. Obligations of the Customer (continued)

## 3.2.11 Claims and Demands for Damages (continued)

- B. The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- C. The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

## 3.3 Partial Tariff Invalidity

If any provision, rate or term of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render any other provision, rate or term of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision, rate or term.

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INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE4.1. 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 of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises. Switched Access Service is provisioned in a Feature Group D configuration from Company-designated Feature Group D equipped end offices.

(T)  
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(T)

The application of rates for Switched Access Service is described below. 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.

Two types of Switched Access Service are available:

- 1) Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 2) Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Arrangements pursuant to Section 6 of this tariff.

4.2. Rate Components

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

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- End Office Switching (includes Switched Transport)
- Tandem Switching (may include other Switched Transport elements)
- Toll-Free 8XX Data Base Access Service

(C)  
(C)

INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)4.2. Rate Components (continued)

## 4.2.1 End Office Switching

The Company combines traditional per minute end office and transport switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

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## A. Reserved for Future Use

(T)

(D)

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(D)

## B. Switched Transport

The Switched Transport rate category establishes the charges related to the transmission facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.

(T)

## C. End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

(T)

## 4.2.2 Tandem Switching

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The Tandem Switching category establishes the charges for utilizing tandem switching and any associated switched transport functions.

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(N)

## 4.2.3 800 Database Access Service

(T)

This service provides for the (a) forwarding of End User dialed 800 calls to the Company which will initiate a query to identify the appropriate Customer to whom the call should be forwarded and (b) translation of the dialed 800 number to a ten digit NPA-NXX-XXXX telephone number.

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INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)4.2. Rate Components (continued)

## 4.2.5 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

## A. Network Management

The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of 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 Company or customer facilities, natural disasters, mass calling or national security demands.

## B. 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 minutes of capacity 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 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.

## 4.2.6 Obligations of the Customer

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

## A. Report Requirements

Customer is responsible for providing the following reports to the Company, when applicable.

## 1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in 3.8.2 preceding. Charges will be apportioned in accordance with those reports.

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INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)4.2. Rate Components (continued)

## 4.2.6 Obligations of the Customer

## A. Report Requirements

## 2. On and Off-Hook Supervision

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

## 3. Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage 'in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

## 4.2.7 Rate Regulations

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

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

Recurring Rate, which are flat rates applied each month or fraction thereof that a specific rate element is applied. For billing purposes, each month is considered to have thirty (30) days.

Usage Rates, which are applied only when a specific rate element is used. These are applied on a per-occurrence (e.g., access minute, message call or query) basis. Usage rates are accumulated over a monthly period.

Nonrecurring Charges, which are one-time charges that apply for a specific work activity (e.g., installation of new services, reconnection of service after discontinuance, or rearrangement of installed services).

A. Minimum Periods

Switched Access Service is provided for a minimum period of one (1) month.

B. Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

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INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)4.2. Rate Components (continued)

## 4.2.7 Rate Regulations (continued)

## B. Cancellation of Access Service Order

## 1. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation Date, no charges will apply.

## 2. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee \$125.00

## C. Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

## 1. Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the Company indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge may apply. If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

## 2. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and the charges as set forth above will apply.

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INTERSTATE ACCESS SERVICE

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SECTION 4 - SWITCHED ACCESS SERVICE (continued)4.2. Rate Components (continued)

## 4.2.7 Rate Regulations (continued)

## C. Access Order Modifications

## 3. Design Change

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of Customer premises, End User premises, or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply, at the discretion of the Company, on a per order, per occurrence basis, for each order requiring a design change.

## D. Switched Access Services Nonrecurring Charges

## 1. Installation Charge

Charges may be assessed based upon the administrative, labor and other costs associated with service order processing and the installation of services ordered by the Customer.

## 2. Reconnection Charge

Reconnection charges may be assessed when a Customer's service is restored after a discontinuance, as set forth above. Such charges will be determined on an individual case basis and may be based upon administrative, labor and other costs associated with restoration of discontinued service.

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INTERSTATE ACCESS SERVICE

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SECTION 5 - BILLING AND COLLECTION5.1. Billing Name and Address

## 5.1.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

## 5.1.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is basis."
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

For calling card calls and collect and third party billed calls, Billing Name and Address for AM service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.
- E. Manual Request
  - 1. At the Customer's option, the Company will provide BNA via manual request procedures.

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INTERSTATE ACCESS SERVICE

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SECTION 5 - BILLING AND COLLECTION (continued)5.1. Billing Name and Address

## 5.1.2 General

## E. Manual Request

2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for AM data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

## F. Mechanized Request

1. At the Customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

## 5.1.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis.

5.2. Automatic Number Identification

## 5.2.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

## 5.2.2 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an interstate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:



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INTERSTATE ACCESS SERVICE

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SECTION 5 - BILLING AND COLLECTION (continued)5.2. Automatic Number Identification (continued)

## 5.2.2 Regulations (continued)

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
1. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
  2. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
  3. The ANI recipient or its designated billing agent is prohibited from reselling, or other-wise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
  4. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
  5. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

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INTERSTATE ACCESS SERVICE

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SECTION 5 - BILLING AND COLLECTION (continued)

5.2. Automatic Number Identification (continued)

5.2.2 Regulations (continued)

A. (continued)

6. Where ANI can-not be provided, information digits will be provided to the Customer. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number -must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

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INTERSTATE ACCESS SERVICE

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SECTION 6 - SPECIAL ARRANGEMENTS6.1. Special Construction

## 6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

## 6.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) equipment and materials provided or used;
    - b) engineering, labor, and supervision;
    - c) transportation; and
    - d) rights of way and/or any required easements;
  - 2. license preparation, processing, and related fees;
  - 3. tariff preparation, processing and related fees;
  - 4. cost of removal and restoration, where appropriate; and
  - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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INTERSTATE ACCESS SERVICE

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SECTION 6 - SPECIAL ARRANGEMENTS (continued)6.2. Non-routine Installation and Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3. Individual Case Basis ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) Service description
- 3) Rates and charges
- 4) Quantity
- 5) Length of the agreement.

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INTERSTATE ACCESS SERVICE

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SECTION 7 – RECIPROCAL COMPENSATION ARRANGEMENTS7.1. General

This section establishes the methodology for the exchange and termination of local and EAS traffic for carriers that do not have an interconnection agreement with the Company.

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Local and EAS traffic exchange will be conducted under a Bill and Keep arrangement unless and until either the relevant State Commission or FCC requires an alternative approach for the exchange of such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

(T)

7.2. Measurement of Access Minutes and Determination of Balance

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

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INTERSTATE ACCESS SERVICE

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SECTION 8 - RATES AND CHARGES8.1. Non-recurring Service Order Charges

Access Order Charge (per order)	\$50.00
Cancellation Fee	\$125.00
Design Change Charge (per change)	\$35.00
Service Date Change Charge (per change)	\$35.00
Bad Check Charge	\$25.00

8.2. Switched Access Charges1. Composite End Office Access Charges, Rate per Minute:

Direction	Interstate End Office Switched Access Composite
Originating	\$0.003714
Terminating	\$0.000788 ( <b>R</b> )

2. Tandem Switching and Transport Rates per Minute

Tandem Switching, originating or terminating	\$0.001145
Tandem Switched Transport - Termination, originating or terminating	\$0.000168
Tandem Switched Transport - Facility (per mile), originating or terminating	\$0.000020
Common Transport Multiplexing, originating or terminating	\$0.000380

3. 800 Database Access \$0.0075 per query

4. Billing Name and Address

## Rates and Charges

Batch Charges:	\$50.94
Charge per ANI:	\$0.33
Prog. Charge:	\$74 per hour