

TITLE PAGE  
ACCESS SERVICES TARIFF  
OF  
GLOBAL CROSSING LOCAL SERVICES, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by Global Crossing Local Services, Inc., hereinafter referred to as the “Company”, between and among domestic points within the United States.

The services listed herein may be provided by means of fiber or copper wire, microwave or any other suitable technology or a combination thereof.

This tariff is on file with the Federal Communications Commission (FCC). Copies may be inspected during normal business hours at the Company’s principal place of business at 1025 Eldorado Boulevard, Broomfield, Colorado 80021.

- \* CenturyLink Competitive Operating Companies Tariff F.C.C. No. 3 is being issued on not less than one day’s notice under authority of Special Permission No. 18-06 of the Federal Communications Commission and contains rates and regulations previously found in Global Crossing Local Services, Inc. FCC Tariff No. 19.

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**ACCESS SERVICE****CHECK SHEET**

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). 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.

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CONCURRING CARRIERS

Global Crossing Telemanagement, Inc.

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purposes indicated below.

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

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**APPLICATION OF TARIFF**

This tariff contains regulations, rates and charges applicable to, Dedicated Access including Switched Access, End User Access, and other related services, hereinafter referred to as Access Services, provided by the issuing carrier of the tariff, hereinafter referred to as the Company, to Customers.

Regulations, rates and charges as specified in this tariff apply to Access Services and shall not serve as a substitute for interexchange carrier tariff offerings of services to end users. The provision of such Access Services by the Company as set forth in this tariff does not constitute a joint undertaking with an interexchange carrier or other provider.

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**TARIFF FORMAT****A. PAGE NUMBERING**

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

**B. PAGE REVISION NUMBERS**

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FCC. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the FCC follows in its tariff approval process, the most current page number on file with the FCC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. PARAGRAPH NUMBERING SEQUENCE**

There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.

**D. CHECK SHEETS**

When a tariff filing is made with the FCC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the FCC.

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**1. DEFINITION OF TERMS**

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

Access Code:

A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service:

Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR):

The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem:

An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier:

See Interexchange Carrier or Exchange Carrier.

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**1. DEFINITION OF TERMS**Common Channel Signaling (CCS):

A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company:

Global Crossing Local Services, Inc.

Customer:

The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

Directory Number:

A unique NPA-NXX-XXXX code assigned to a subscriber of a local service provider.

800 Data Base Service:

The term "800 Data Base Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User:

Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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**1. DEFINITION OF TERMS**End Office Access Service:

For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery to or from such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination or termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

Exchange Carrier:

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis:

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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**1. DEFINITION OF TERMS**Interexchange Carrier (IXC) or Interexchange Common Carrier:

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA:

A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Port Rate:

A monthly charge to recover the cost of ISDN line ports and other line ports, to the extent these costs exceed the cost of a line port used for basic, analog service.

Local Access:

The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center:

The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Location Routing Number:

A NPA-NXX-XXXX within a NXX that is assigned to a switch that serves ported numbers. The LRN is associated with ported numbers in the Local Number Portability Database for the recipient switch and is required to route calls directed to ported numbers working out of the switch.

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**1. DEFINITION OF TERMS**N-1 Carrier:

The carrier that is delivering a call to the Company's switch and is responsible for determining the status and Location Routing Number of the dialed NXX.

Network Services:

The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges:

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

Off-Hook:

The active condition of Switched Access or a telephone exchange service line.

On-Hook:

The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling:

An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence:

Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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**1. DEFINITION OF TERMS**Premises:

The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription:

An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Query:

A signaling message requesting processing instructions or service data contained in a centralized database.

Recurring Charges:

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order:

The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s):

The Company's telecommunications Access Services offered on the Company's Network.

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**1. DEFINITION OF TERMS**Signaling System 7 (SS7):

The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service:

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Toll Voice over Internet Protocol - Public Switched telephone Network ("VoIP-PSTN"):

The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Trunk:

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

Wireless Provider:

Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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**2. TERMS AND CONDITIONS**

The following terms and conditions apply to all regulated services provided by the Company:

**2.1 Application for Service**

- 2.1.1 Customers wishing to obtain service must complete the company's service order form.

**2.2 Establishment and Re-Establishment of Credit**

- 2.2.1 The Company will conduct a credit investigation of each new Customer. A Customer whose service has been discontinued for nonpayment of bills will be required to re-establish credit before service is restored.

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

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**2. TERMS AND CONDITIONS****2.3 Deposits**

2.3.1 Before a service or facility is furnished to a Customer whose credit has not been duly established to the sole and exclusive satisfaction of the Company, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

A. Three months charges for a service or facility which has a minimum payment period of one month.

2.3.2 When a service or facility is discontinued, the amount of a deposit, if any will be applied to the Customer's account and any credit balance remaining will be refunded. A deposit will be refunded with interest after a period of twelve months, provided the Customer has made all requisite payment during each twelve-month period.

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**2. TERMS AND CONDITIONS****2.4 Notices**

- 2.4.1 All notices shall be in writing addressed to the parties and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

**2.5 Rendering and Payment of Bills**

- 2.5.1 The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company.
- 2.5.2 Billing starts on the day after the Company notifies the Customer the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff if applicable. Taxes will be separately stated on Customer's bill.

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills (Cont'd)**

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

In addition, 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 and for the Federal Government which will be billed in arrears. Customers providing service to the Federal Government are not entitled to the benefits of the laws or regulations providing for billing in arrears, so they will be billed in advance for services as stated above.

The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- A. For End User Access Service and Presubscription Service, the Company will establish a bill day each month for each end user account. The bill will cover End User Access Service and Presubscription Service charges for the ensuing billing period except for End User Access Service and Presubscription Service for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known adjustments for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills (Cont'd)****2.5.3 (Cont'd)**

- B. For Service other than End User Access Service and Presubscription Service, the Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for that period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill.

Payment for such bills is due as set forth in (C) following. If payment is not received by the payment date, as set forth in (C) following in immediately available funds, a late payment penalty will apply as set forth in (C) following.

- C. 1. All bills dated as set forth in (B) preceding for service, other than End User and Presubscription Service, provided to the Customer by the Company are due 30 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer on the last business day preceding the Saturday, Sunday or Legal Holiday.

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills****2.5.3 (Cont'd)****C. (Cont'd)**

2. Further, if any portion of the payment is received by the Company after the payment date as set forth in (1) preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due to the Company. The late payment penalty shall be computed by first multiplying the portion of the payment not received or not received in immediately available funds by the payment date times a per day late factor which is equal to the highest rate which may be levied by law for commercial transactions. That result is then multiplied by the number of days after the payment date that the payment is received.

3. Billing Disputes

- (a) The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by the Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills (Cont'd)****2.5.3 (Cont'd)****C. (Cont'd)****3. Billing Disputes, (Cont'd)**

(b) The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:

1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
2. The account number under which the bill was rendered;
3. The date of the bill;
4. The invoice number;
5. The exact dollar amount in dispute;
6. The universal service order code(s)(USOCs) and/or rate element associated with the service;

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills (Cont'd)****2.5.3 (Cont'd)****C. (Cont'd)****3. Billing Disputes, (Cont'd)****(b) (Cont'd)**

7. Details sufficient to identify the specific amount(s) and item(s) in dispute;
  8. The name of the person initiating the Customer's dispute; and
  9. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.
- (c) The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.
- (d) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.5.3.C.2 preceding.

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**2. TERMS AND CONDITIONS****2.5 Rendering and Payment of Bills (Cont'd)****2.5.3 (Cont'd)****C. (Cont'd)****4. Billing Disputes Resolved in Favor of the Customer**

In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the customer, any payments of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

The date of the dispute shall be the date the Company received sufficient documentation to investigate the dispute.

The date of resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

If the Customer disputes the billed amount on or before 90 days from the due date of the disputed bill and pays the total amount (i.e., the non-disputed amount and the disputed amount) on or before the payment due date and the billing dispute is resolved in the favor of the Customer, the Customer will receive a credit from the Company. The credit shall be the disputed amount resolved in the Customer's favor.

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**2. TERMS AND CONDITIONS**

**2.6 Discontinuance and Restoration of Service**

- 2.6.1 Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in Section 2.5, may, by giving at least 10 days' prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.
- 2.6.2 Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company may, by giving at least 10 days' prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.

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**2. TERMS AND CONDITIONS****2.6 Discontinuance and Restoration of Service (Cont'd)**

- 2.6.3 Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable and beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service under this tariff without incurring any liability.
- 2.6.4 Upon the Customer's filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.6.5 Upon the company's discontinuance of service to the Customer, the Company in addition to all other remedies that may be available to it 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 minimum term for which such services would have otherwise been provided to the Customer, to be immediately due and payable (discounted to present value at six percent).

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**2. TERMS AND CONDITIONS****2.7 Continuity of Service**

- 2.7.1 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.
- 2.7.2 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 the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**2. TERMS AND CONDITIONS****2.8 Service Connections and Facilities on Customer's Premises**

- 2.8.1 Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this tariff. Customer shall furnish Company at no charge, such equipment space and electrical power as is reasonably determined by Company to be required and suitable to render these services.
- 2.8.2 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.3 Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.
- 2.8.4 Customer provided terminal equipment, the operating personnel, and the electric power consumed by such equipment on the premises of the Customer, authorized user, or joint user, shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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**2. TERMS AND CONDITIONS****2.8    Service Connections and Facilities on Customer's Premises (Cont'd)**

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

**2.9    Supply to Separate Premises and Resale**

2.9.1    The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with all relevant laws and regulations.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company**

2.10.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, 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 act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11. 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, special, consequential, exemplary or punitive damages of 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.

2.10.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company (Cont'd)**

- 2.10.3 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 or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state, or local governments, or of any civil or military authority; preemption of existing service in compliance with national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.10.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for (a) the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- 2.10.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company (Cont'd)**

2.10.6 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person(s), for any personal injury to, or death of any person, or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or of any other property, whether owned by the Customer or others, or for any incidental, special or consequential damages including interruption to business, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation, equipment, or wiring provided by the Company where such installation, operation, failure to operate, maintenance, removal, presence, condition, location or use is not the direct result of the Company's intentional acts. No agents or employees of other carriers shall be deemed to be agents or employees of the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.10.6 as a condition precedent to such installations.

2.10.7 The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agent or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company (Cont'd)**

2.10.8 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: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; 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.

2.10.9 The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company (Cont'd)**

- 2.10.10 No action or proceeding against the Company shall be commenced more than two years after the service is rendered.
- 2.10.11 The Company makes no warranties or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.10.12 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 result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- 2.10.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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**2. TERMS AND CONDITIONS****2.10 Liability of the Company (Cont'd)**

- 2.10.14 Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.10.15 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.10.16 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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**2. TERMS AND CONDITIONS****2.11 Credits for Interruptions in Service**

- 2.11.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer are as set forth below for the part of the service that the interruption affects.
- 2.11.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when the Customer reports, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.11.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.11.4 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be credited in 15-minute increments.

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**2. TERMS AND CONDITIONS****2.12 Taxes and Surcharges**

2.12.1 Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, utility, other assessments, taxes or fees including such amounts as Carrier may be authorized to pass through to the customer.

2.12.2 When utility or telecommunications assessments, gross receipts taxes, regulatory fees, and similar governmental program charges, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions or regulatory bodies upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees may be billed to customers in such a jurisdiction on a prorated basis. The amount of charge that is prorated to each customer's bill is determined by the interstate telecommunications services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges approximately equal to the amount of the tax or fee imposed upon or passed on to the Company plus administrative costs.

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**2. TERMS AND CONDITIONS****2.12 Taxes and Surcharges (Cont'd)**

2.12.3 A surcharge will be assessed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy an ad valorem tax on the Company's interstate property located in that state. This surcharge is based on property located in that state and used by the Company to provide interstate service. The surcharge is derived by using the ratio of interstate revenue to total revenue from all states which levy an ad valorem tax on the Company, multiplied by total ad valorem taxes imposed in those states.

Pending the conclusion of any challenge to a Jurisdiction's right to impose an ad valorem Tax, or gross revenue receipts tax, the Carrier may elect to impose and collect a surcharge covering such a tax, unless otherwise constrained by court Order or direction, or it may elect not to impose and collect the surcharge.

2.12.4 If it has collected a Surcharge and the challenged tax is found to have been unenforceable, the carrier, in its sole discretion, will either reduce service rates, for a fixed period of time in the future in order to flow-through to the customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the carrier, or its affiliates, or if they were delivered over to the Taxing jurisdiction and returned to the carrier, or its affiliates, or negotiated an arrangement with the taxing jurisdiction that benefits customers in the Jurisdiction in the future.

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**2. TERMS AND CONDITIONS****2.12 Taxes and Surcharges (Cont'd)**

2.12.5 Pursuant to the Telecommunications Act of 1996, as implemented by the Federal Communications Commission (FCC), the Global Crossing Companies are required to pay into a federally-mandated "Universal Service Fund" by means of "contribution factors" assessed on all or part of the Global Crossing Companies' interstate and international revenues. The "Universal Service Fund" provides federally-subsidized affordable access to modern telecommunications and information services for schools, libraries, and rural health care facilities who meet specific eligibility standards, as well as provides support to specified federal "Lifeline", "Link-up" and "High Cost Fund" programs used to subsidize local telephone service.

Telecommunications services provided by the Company are subject to a Federal Universal Service Fund (FUSF) surcharge. This amount will be listed as a separate line item on the Customer's bill. The FUSF surcharge will not be applied to services sold by the Company to a Customer for resale for which the Customer has on file with the Company a current Universal Service Fund Contributor Certification Form, which must be updated annually. This Certification Form must meet FCC requirements for exemption. The percentage at which the FUSF surcharge is assessed is subject to change to reflect the current FCC Universal Service Fund contribution factor.

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**2. TERMS AND CONDITIONS****2.13 Application of Rates**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

**2.13.1 Charges Based on Duration of Use**

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes, as set forth in Section 2.14 following.

**2.13.2 Rates Based Upon Distance**

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is set of geographic coordinates as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4. Associated with each wire center are NPA-NXX combinations (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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**2. TERMS AND CONDITIONS****2.13 Application of Rates (Cont'd)****2.13.2 Rates Based Upon Distance (Cont'd)**

B. The airline distance between any two wire centers is determined as follows:

1. Obtain the “V” and “H” coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the “V” coordinates of the two wire centers; and the difference between the two “H” coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the “V” difference and the square of the “H” difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
7. Formula =

$$\sqrt{(V1-V2)^2 + (H1-H2)^2} / 10$$

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**2. TERMS AND CONDITIONS****2.14 Measuring Access Minutes**

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Switched Access Service, usage measurement begins when the originating Switched Access Service switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Switched Access Service switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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**2. TERMS AND CONDITIONS****2.14 Measuring Access Minutes (Cont'd)**

For terminating calls over Switched Access Service, the measurement of access minutes begins when the terminating Switched Access Service switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over Switched Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

The measurement of terminating call usage over Switched Access Service ends when the terminating Switched Access Service switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Switched Access Service minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

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**2. TERMS AND CONDITIONS****2.15 Jurisdictional Reporting Requirements**

2.15.1 For Feature Group D Switched Access Service(s) the Company will determine the applicable jurisdiction from the call detail wherever reasonably possible. In the event jurisdiction cannot be determined from the call detail, the Company will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group D, Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a Projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set in forth in this Section 2.15.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.

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**2. TERMS AND CONDITIONS****2.15 Jurisdictional Reporting Requirements (Cont'd)****2.15.1 (Cont'd)**

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes.

For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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**2. TERMS AND CONDITIONS****2.15 Jurisdictional Reporting Requirements (Cont'd)**

2.15.2 For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

2.15.3 These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

2.15.4 The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes).

The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes).

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**2. TERMS AND CONDITIONS****2.15 Jurisdictional Reporting Requirements (Cont'd)**

2.15.5 Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.15.1 preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.15.1 preceding.

2.15.6 The Customer reported projected interstate percentage of use as set forth in Section 2.15.1 preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with Feature Group D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.15.1 preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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**2. TERMS AND CONDITIONS**

2.15 Jurisdictional Reporting Requirements (Cont'd)

2.15.7 The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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**2. TERMS AND CONDITIONS****2.16 Identification and Rating of Toll VoIP-PSTN Traffic**

This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as set forth in Section 4, following.

**2.16.1 Calculation and Application of Percent-VoIP- Usage Factors**

- A. The Company will determine the number of Toll VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be accessed by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end users.
- B. The Customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- C. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.

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**2. TERMS AND CONDITIONS**

2.16 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

2.16.1 Calculation and Application of Percent-VoIP- Usage Factors (Cont'd)

- D. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.
- E. Both the Customer-provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.

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**2. TERMS AND CONDITIONS**

2.16 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd)

2.16.1 Calculation and Application of Percent-VoIP- Usage Factors, (Cont'd)

- F. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- G. The Company shall use default factors until such time as the Customer supplies such factors. For this purpose, the Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

2.16.2 The preceding section 2.16.1 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for Toll VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

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**2. TERMS AND CONDITIONS**

2.16 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd)

2.16.3 Initial Implementation of PVU Factors

- A. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors retroactively to December 29, 2011 if the PVU factors are provided by the Customer to the Company prior to April 15, 2012.
- B. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

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**2. TERMS AND CONDITIONS****2.16 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd)****2.16.4 PVU Factor Update**

The Customer may update the PVU factors quarterly using the method set forth in 2.16.1.B and C, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

**2.16.5 PVU Factor Verification**

- A. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- B. The Company may dispute the Customer's PVU factors based upon:
  - 1. A review of the requested data and information provided by the Customer;
  - 2. The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data; and
  - 3. A change in the reported PVU factor by more than five percentage points from the preceding quarter.

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**2. TERMS AND CONDITIONS****2.16 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd)****2.16.5 PVU Factor Verification, (Cont'd)**

- C. If after review of the data and information, the Customer and the Company establish revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.
- D. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
  - 1. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
  - 2. During the audit, the most recent undisputed PVU factors from a previous reporting period will be used by the Company.
  - 3. The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
  - 4. If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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**3. DEDICATED ACCESS SERVICE**

3.1 Service Descriptions

3.1.1 Voice Grade Service

Voice grade service provides voice grade frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four –wire.

Digital Data Services

3.1.2 Low capacity service at 56 Kbps or 64 Kbps provided on digital facilities.

3.1.3 A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps.

3.1.4 A very high capacity service is for the transmission of synchronous serial data at 44.736 Mbps and above.

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**3. DEDICATED ACCESS SERVICE****3.2 Rate Elements & Terms**

3.2.1 This tariff includes services for which the following rate elements apply:

Non Recurring Charges - Non recurring charges are applied as a one-time fee normally at the time the circuit is initiated.

Monthly Recurring Channel Termination Charge - The monthly recurring charge is billed monthly in advance and is assess on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.

Channel Mileage Charge - The channel mileage charge provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Telephone Company Hub or between two Telephone Company Hubs. Channel Mileage has a rate per one-quarter mile.

Channel Mileage Termination – The channel mileage termination charge recovers the cost for end office equipment associated with terminating the facility, (i.e. basic circuit equipment and terminations at serving wire centers and Hubs), including circuit equipment. The Channel Mileage Termination Charge will apply at the serving wire center(s) for each customer-designated premises and Telephone Company Hub where the channel is terminated. When the Channel Mileage is zero (i.e. co-located serving wire centers), neither the channel mileage charge not the Channel Mileage Termination Charge will apply.

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**3. DEDICATED ACCESS SERVICE****3.2 Rate Elements & Terms (Cont'd)****3.2.2 Term Discounts**

Company offers customers discounts based on the length term for which the customer will commit in the contract or service agreement.

**3.2.3 Special Arrangements**

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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**3. DEDICATED ACCESS SERVICE****3.3 Rate and Charges****3.3.1 Low Capacity Service**Base PriceVoice Grade - 2-Wire

Non Recurring per Channel Termination	\$425.00
Monthly Recurring per Channel Termination	\$33.30
Channel Mileage, per ¼ mile	\$5.00

Voice Grade - 4-Wire

Non Recurring per Channel Termination	\$425.00
Monthly Recurring per Channel Termination	\$48.10
Channel Mileage, per ¼ mile	\$5.00

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**3. DEDICATED ACCESS SERVICE****3.3 Rate and Charges (Cont'd)****3.3.2 Digital Data Services****DDS DS0**

	<u>Base Price</u>
Non Recurring per Channel Termination	\$420.85
Monthly Recurring per Channel Termination	\$66.73
Channel Mileage, per ¼ mile	\$4.90

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**3. DEDICATED ACCESS SERVICE****3.3 Rate and Charges (Cont'd)****3.3.3 High Capacity Service****DS1 (Per Channel Termination)****Term Discount Plan Rates:**

<u>Rate Element</u>	<u>Base Price</u>	<u>18 Month</u>	<u>36 Month</u>	<u>60 Month</u>
Non Recurring				
First Circuit	\$811.00	\$781.00	\$746.00	\$646.00
Additional Circuits (same termination)	\$711.00	\$681.00	\$646.00	\$546.00
Monthly Recurring	\$182.50	\$173.38	\$155.13	\$136.88
Channel Mileage Termination	\$40.35	\$38.33	\$34.30	\$30.26
Channel Mileage, per ¼ mile	\$7.78	\$7.39	\$6.61	\$5.84

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**3. DEDICATED ACCESS SERVICE****3.3 Rate and Charges (Cont'd)****3.3.4 Very High Capacity Service****DS3 (Per Channel Termination)**

<u>Rate Element</u>	<u>Base Price</u>	<u>Term Discount Plan Rates:</u>		
		<u>18 Month</u>	<u>36 Month</u>	<u>60 Month</u>
Non Recurring				
First Circuit	\$1630.00	\$1630.00	\$1630.00	\$1630.00
Additional Circuits (same termination)	\$1630.00	\$1630.00	\$1630.00	\$1630.00
Monthly Recurring	\$1792.00	\$1702.40	\$1523.20	\$1335.00
Channel Mileage Termination	\$700.00	\$648.00	\$567.00	\$460.00
Channel Mileage, per 1/4 mile	\$53.20	\$46.00	\$41.00	\$35.50

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**4. SWITCHED ACCESS SERVICE****4.1 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 between an End User's premises and a Customer's premises in the LATA where it is provided. The application of rates for Switched Access Service is described in Section 4.6.3 following.

**4.1.1 Two types of Switched Access are available:**

- (A) 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 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.
- (B) 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 Service Arrangements pursuant to Section 6 of this tariff.

**4.2 Rate Categories**

There is one main rate category which applies to Switched Access Service:

End Office Local Switching

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**4. SWITCHED ACCESS SERVICE****4.2 Rate Categories (Cont'd)****4.2.1 End Office Local Switching**

End Office Local Switching provides for the use of end office switching equipment which includes local switching and other costs associated with (originating and terminating) transfer and termination of the call. Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

The Local Transport which provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local 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 in 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.

Transport Termination which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

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

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**4. SWITCHED ACCESS SERVICE****4.2 Rate Categories (Cont'd)****4.2.2 Tandem Switching**

Tandem Switching provides for the use of tandem switching equipment and includes costs of switching and other costs associated with (originating and terminating) transfer and termination of the call. Included in Tandem Switching are:

Tandem Switching which is assessed on a per access minute basis for all switched access minutes that are transported from one Customer to another Customer over Tandem-Switched Transport Services through a Company switch.

Tandem Switched Transport Facility which is assessed on a per minute per mile basis for all switched access minutes that are transported from one Customer to another Customer over Tandem-Switched Transport Services through a Company switch. Distance will be measured from the Company switch to the next interconnecting switch.

Tandem switched transport termination which is assessed on a per minute basis and includes the non-distance sensitive portion of Switched Transport.

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**4. SWITCHED ACCESS SERVICE****4.2 Rate Categories (Cont'd.)****4.2.2 Tandem Transport**

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Transport over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Transport as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Transport.

**4.2.3 Data Base 800 Service**

Rate elements applicable to Data Base 800 Service depend on the services provided in the translation and routing of End User dialed 800 numbers. Charges are applied on a per query basis. In addition, standard Feature Group D charges apply.

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**4. SWITCHED ACCESS SERVICE****4.3 Obligations of the Company**

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

**4.3.1 Network Management**

The Company will administer its network to insure that 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 Company or Customer facilities, natural disasters, mass calling or national security demands.

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**4. SWITCHED ACCESS SERVICE****4.3 Obligations of the Company (Cont'd)****4.3.2 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 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.

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**4. SWITCHED ACCESS SERVICE****4.3 Obligations of the Company (Cont'd)****4.3.3 Provision of Service Performance Data**

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

**4.3.4 Trunk Group Measurement Reports**

Subject to availability, of 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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**4. SWITCHED ACCESS SERVICE****4.4 Obligations of the Customer**

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

**4.4.1 Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable.

**A. Jurisdictional Reports**

The Customer is responsible for providing reports as set forth in Section 2.16 preceding

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 4.3.1 may be implemented at the Company option to ensure acceptable service levels

**4.4.2 On and Off-Hook Supervision**

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

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**4. SWITCHED ACCESS SERVICE****4.4 Obligations of the Customer (Cont'd)****4.4.3 Trunk Group Measurement 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. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

**4.4.4 Cancellation**

Customers seeking to cancel service have an affirmative obligation to provide for alternate routing of traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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**4. SWITCHED ACCESS SERVICE****4.5 8XX Data Base Service****4.5.1 General**

8XX Data Base Service provides for customer identification of calls dialed by end users, based on the dialed 8XX number in the form 1+8XX-NXX-XXXX. The term “8XX” as used by this section refers to Numbering Plan Area (NPA) codes assigned to services requiring a translation of a 10 digit dialed number to determined routing. These NPA codes include 800, 888, and such other codes as may be assigned to these services by the North American Numbering Plan (NANP) administrator. The specific 10 digit 8XX numbers are assigned to 8XX subscribers in conformance with the NANP. 8XX number assignment will be made by the 8XX Service Management System (SMS/8XX) Administrator. The Telephone Company will perform carrier selection for each 8XX number call by querying a database to determine the customer to whose point of presence the call is to be delivered.

Basic 8XX Data Base Query service includes area of service routing, which allows routing of 8XX calls by telephone companies to different interexchange carriers based on the Local Access and Transport Area (LATA) in which the call originates. Unless the customer has ordered 8XX Data Base Vertical Features, it is then the responsibility of the customer to perform any further translation the subscriber deems necessary and route the call.

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**4. SWITCHED ACCESS SERVICE****4.5 8XX Data Base Service (Cont'd)****4.5.2 Vertical Features**

In addition to the carrier selection function performed, the data base can be used to provide various vertical service features. Charges for Vertical Features are in addition to the Basic 8XX Data Base Query charge. These optional vertical features include:

POTS translation of 8XX numbers (which is generally necessary for the routing of 8XX calls)

Alternate POTS translation (which allows subscribers to vary the routing of 8XX calls based on factors such as time of day, day of week, specific dates, and/or percent allocation)

Multiple carrier routing (which allows subscribers to route to different carriers based on factors such as time of day, day of week, specific dates, and /or percent allocation)

Call validation (ensuring that calls originate from subscribed service areas)

When the Vertical Features charge is applicable, only one charge will be assessed per call regardless of the number of Vertical Features services provided on the call.

Rates for 8XX Data Base Services are set forth in Section 4.6.4, following.

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**4. SWITCHED ACCESS SERVICE**

4.6 Rates and Charges

4.6.1 Rate Regulations

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

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

4.6.2 Minimum Periods

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

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges****(A) Service Provided by UNE-P/Commercial Agreements****(1) Direct Transport**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating Per MOU</u>
Arizona	\$0.00272100	\$0.00000000
California – AT&T	\$0.00731600	\$0.00000000
California – Frontier	\$0.00359400	\$0.00000000
Colorado	\$0.00272100	\$0.00000000
Connecticut	\$0.00453300	\$0.00000000
District of Columbia	\$0.00409400	\$0.00000000
Florida – AT&T	\$0.00375800	\$0.00000000
Florida – Frontier	\$0.00378800	\$0.00000000
Georgia	\$0.00375800	\$0.00000000
Illinois	\$0.00348700	\$0.00000000
Indiana	\$0.00348700	\$0.00000000
Kansas	\$0.00346300	\$0.00000000
Kentucky – Cincinnati Bell	\$0.00483050	\$0.00000000
Maryland	\$0.00409400	\$0.00000000
Massachusetts	\$0.00409400	\$0.00000000
Michigan	\$0.00348700	\$0.00000000
Minnesota	\$0.00272100	\$0.00000000
Missouri	\$0.00346300	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)****(A) Service Provided by UNE-P/Commercial Agreements, (cont'd)****(1) Direct Transport, (cont'd)**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating Per MOU</u>
New Jersey	\$0.00409400	\$0.00000000
New York	\$0.00409400	\$0.00000000
North Carolina	\$0.00375800	\$0.00000000
Ohio – AT&T	\$0.00348700	\$0.00000000
Ohio - Cincinnati Bell	\$0.00483050	\$0.00000000
Oregon – CenturyLink	\$0.00272100	\$0.00000000
Oregon – Frontier	\$0.00292250	\$0.00000000
Pennsylvania	\$0.00409400	\$0.00000000
South Carolina	\$0.00375800	\$0.00000000
Tennessee	\$0.00375800	\$0.00000000
Texas – AT&T	\$0.00346300	\$0.00000000
Texas – Frontier	\$0.00409800	\$0.00000000
Virginia	\$0.00409400	\$0.00000000
Washington – Frontier	\$0.00225150	\$0.00000000
Washington – CenturyLink	\$0.00272100	\$0.00000000
Wisconsin	\$0.00348700	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)****(A) Service Provided by UNE-P/Commercial Agreements, (cont'd)****(2) Combined Direct/Tandem Transport**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating to Third Party Per MOU</u>	<u>Terminating to Company End Office Per MOU</u>
Arizona	\$0.00326100	\$0.00228800	\$0.00000000
California - AT&T	\$0.00754100	\$0.00061300	\$0.00000000
California – Frontier	\$0.00361390	\$0.00157400	\$0.00000000
Colorado	\$0.00326100	\$0.00228800	\$0.00000000
Connecticut	\$0.00462600	\$0.00077900	\$0.00000000
District of Columbia	\$0.00411400	\$0.00157400	\$0.00000000
Florida - AT&T	\$0.00412600	\$0.00169300	\$0.00000000
Florida – Frontier	\$0.00380750	\$0.00157400	\$0.00000000
Georgia	\$0.00412600	\$0.00169300	\$0.00000000
Illinois	\$0.00374700	\$0.00120200	\$0.00000000
Indiana	\$0.00374700	\$0.00120200	\$0.00000000
Kansas	\$0.00354600	\$0.00038800	\$0.00000000
Kentucky - Cincinnati Bell	\$0.00800150	\$0.00284100	\$0.00000000
Maryland	\$0.00411400	\$0.00157400	\$0.00000000
Massachusetts	\$0.00411400	\$0.00157400	\$0.00000000
Michigan	\$0.00374700	\$0.00120200	\$0.00000000
Minnesota	\$0.00326100	\$0.00228800	\$0.00000000
Missouri	\$0.00354600	\$0.00038800	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)****(A) Service Provided by UNE-P/Commercial Agreements, (cont'd)****(2) Combined Direct/Tandem Transport, (cont'd)**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating to Third Party Per MOU</u>	<u>Terminating to Company End Office Per MOU</u>
New Jersey	\$0.00411400	\$0.00157400	\$0.00000000
New York	\$0.00411400	\$0.00157400	\$0.00000000
North Carolina	\$0.00412600	\$0.00169300	\$0.00000000
Ohio - AT&T	\$0.00374700	\$0.00120200	\$0.00000000
Ohio - Cincinnati Bell	\$0.00800150	\$0.00284100	\$0.00000000
Oregon – CenturyLink	\$0.00326100	\$0.00228800	\$0.00000000
Oregon – Frontier	\$0.00294250	\$0.00433180	\$0.00000000
Pennsylvania	\$0.00411400	\$0.00157400	\$0.00000000
South Carolina	\$0.00412600	\$0.00169300	\$0.00000000
Tennessee	\$0.00412600	\$0.00169300	\$0.00000000
Texas - AT&T	\$0.00354600	\$0.00038800	\$0.00000000
Texas – Frontier	\$0.00411800	\$0.00157400	\$0.00000000
Virginia	\$0.00411400	\$0.00157400	\$0.00000000
Washington – Frontier	\$0.00227150	\$0.00366420	\$0.00000000
Washington–CenturyLink	\$0.00326100	\$0.00228800	\$0.00000000
Wisconsin	\$0.00374700	\$0.00120200	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)****(B) Service Provided via Company Switch**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating to Third Party Per MOU</u>	<u>Terminating to Company End Office Per MOU</u>
Arizona	\$0.00326100	\$0.00003600	\$0.00000000
California - AT&T	\$0.00754100	\$0.00017300	\$0.00000000
California – Frontier	\$0.00361390	\$0.00000000	\$0.00000000
Colorado	\$0.00326100	\$0.00003600	\$0.00000000
Connecticut	\$0.00462600	\$0.00014500	\$0.00000000
District of Columbia	\$0.00411400	\$0.00000000	\$0.00000000
Florida - AT&T	\$0.00412600	\$0.00054800	\$0.00000000
Florida – Frontier	\$0.00380750	\$0.00000000	\$0.00000000
Georgia	\$0.00412600	\$0.00054800	\$0.00000000
Illinois	\$0.00372000	\$0.00011800	\$0.00000000
Indiana	\$0.00372000	\$0.00011800	\$0.00000000
Kansas	\$0.00354600	\$0.00010000	\$0.00000000
Kentucky - Cincinnati Bell	\$0.00660050	\$0.00224400	\$0.00000000
Maryland	\$0.00411400	\$0.00000000	\$0.00000000
Massachusetts	\$0.00411400	\$0.00000000	\$0.00000000
Michigan	\$0.00372000	\$0.00011800	\$0.00000000
Minnesota	\$0.00326100	\$0.00003600	\$0.00000000
Missouri	\$0.00354600	\$0.00010000	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)****(B) Service Provided via Company Switch, (cont'd)**

<u>State - ILEC Serving Area</u>	<u>Originating Per MOU</u>	<u>Terminating to Third Party Per MOU</u>	<u>Terminating to Company End Office Per MOU</u>
New Jersey	\$0.00411400	\$0.00000000	\$0.00000000
New York	\$0.00411400	\$0.00000000	\$0.00000000
North Carolina	\$0.00412600	\$0.00054800	\$0.00000000
Ohio - AT&T	\$0.00372000	\$0.00011800	\$0.00000000
Ohio - Cincinnati Bell	\$0.00660050	\$0.00224400	\$0.00000000
Oregon – CenturyLink	\$0.00326100	\$0.00003600	\$0.00000000
Oregon – Frontier	\$0.00294250	\$0.00000000	\$0.00000000
Pennsylvania	\$0.00411400	\$0.00000000	\$0.00000000
South Carolina	\$0.00412600	\$0.00054800	\$0.00000000
Tennessee	\$0.00412600	\$0.00054800	\$0.00000000
Texas - AT&T	\$0.00354600	\$0.00010000	\$0.00000000
Texas – Frontier	\$0.00411800	\$0.00000000	\$0.00000000
Virginia	\$0.00411400	\$0.00000000	\$0.00000000
Washington – Frontier	\$0.00227150	\$0.00000000	\$0.00000000
Washington – CenturyLink	\$0.00326100	\$0.00003600	\$0.00000000
Wisconsin	\$0.00372000	\$0.00011800	\$0.00000000

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**4. SWITCHED ACCESS SERVICE****4.6 Rates and Charges (Cont'd)****4.6.3 Monthly Recurring Charges, (cont'd)**

(C)	Tandem – Switched Transport	
	- Dedicated Tandem Trunk Ports	
	- Voice Grade Tandem Trunk Ports	\$10.00
	- DS1 Tandem Trunk Ports	\$180.00

**4.6.4 8XX Data Base Service**

(A)	Basic 8XX Data Base Query	\$0.00675392
(B)	Vertical Features	\$0.00020000

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**5. END USER ACCESS SERVICE****5.1 General Description**

End User Access Service provides for the use of an End User Common Line (EUCL) by an end user. The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its general or local exchange tariffs. End User Access Service consists of End User Common Line (EUCL) Charges, End User Port Charges (EUPC), and Presubscribed Interexchange Carrier Charges (PICC).

**5.2 Service Provisioning**

Use of an End User Common Line by an end user will be provided when the end user obtains local exchange service.

The Company will be responsible for contacts and arrangements with customers for the billing of End User Access Service charges.

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

- Telephone number
- Detail billing
- Directory listings
- Intercept arrangements

When changes are made to orders for local exchange service associated with End User Access Service, any necessary changes will be made for the End User Access Service.

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**5. END USER ACCESS SERVICE****5.3 Rate Regulations**

This section contains the specific regulations governing the rates and charges which apply for End User Access Service. The End User Common Line Charge is billed on a per month basis to the end user of the associated local exchange service based upon the local exchange service types set forth in 5.3.1 following.

**5.3.1 End User Common Line Rate Elements****A. Residential**

End-user Subscriber Line - Primary Residential rates, as set forth in Section 5.4.1, apply to the primary residential line at each service location. Only one residential line at a given service location will be considered primary; all other residential lines at the same service location will be considered nonprimary. The primary residential line will be the first line installed at a given location, unless the end user designates a different line as primary.

End-user Subscriber Line - Non-Primary Residential rates, as set forth in Section 5.4.1, apply to all non-primary residential lines at each service location.

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**5. END USER ACCESS SERVICE****5.3 Rate Regulations (Cont'd)****5.3.1 End User Common Line Rate Elements (Cont'd)****B. Business**

For each local exchange service provided as business service or semi-public business service under the general or local exchange service tariffs when an end user is provided one local exchange service in a state by the same Company, the End User Common Line-Business charge applies to each line.

**C. Multiline Business**

When an end user is provided more than one local business exchange service in a state by the same Company, the End User Common Line-Multiline Business individual line or trunk charge applies to each such local exchange service.

When an end user is provided more than one local business exchange service in a state by the same Company and when a local exchange service is provided as semi-public business service under the general or local exchange service tariffs, the End User Common Line-Multiline semi-public charge applies to each such semi-public local exchange service.

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**5. END USER ACCESS SERVICE****5.3 Rate Regulations (Cont'd)****5.3.1 End User Common Line Rate Elements (Cont'd)****D. Centrex CO and CO-like**

For business Centrex CO and Centrex CO-like service lines or trunks, the End User Common Line (EUCL) Multiline Business Subscriber charges as set forth in 5.4.1 apply to each line or trunk.

**E. PRI ISDN**

PRI ISDN rates, as set forth in Section 5.4.1, apply to all Primary Rate Interface Integrated Services Digital Network lines provided to the end user under the Company's General and/or Local Exchange Service Tariffs.

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**5. END USER ACCESS SERVICE****5.3 Rate Regulations (Cont'd)****5.3.2 Minimum Period**

The minimum period for which End User Access Service is provided to an end user and for which charges are applicable is the same as that in the general or local exchange tariffs for the associated local exchange service.

**5.3.3 Cancellation of Application**

End User Access Service is canceled when the order for the associated local telephone exchange service is canceled. No cancellation charges apply.

**5.3.4 Changes to Orders**

When changes are made to orders for the associated local exchange service, any necessary changes will be made for the End User Access Service. No charges will apply.

**5.3.5 Allowance for Interruption**

When there is an interruption to an End User Access Service, requested end user access credit Allowances for interruptions will be provided as set forth in 2.11 (Credit Allowance for Service Interruption).

**5.3.6 Temporary Suspension of Service**

When an end user temporarily suspends its local exchange service which is associated with End User Access Service, one-half of the End User Common Line per month charge will be temporarily suspended for the time period the local exchange service is suspended.

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**5. END USER ACCESS SERVICE****5.3 Rate Regulations (Cont'd)****5.3.7 Exceptions to End User Common Line Charges****A. Remote Call Forwarding Service**

For each local exchange service provided as Remote Call Forwarding residential or business service, under the general or local exchange service tariffs, End User Common Line charges do not apply.

**B. Radio Common Carriers**

For each local exchange service, other than local exchange service used for administrative purposes, provided to Radio Common Carriers or Cellular Mobile Carriers under the general or local exchange service tariffs, End User Common Line charges do not apply. In addition, the End User Common Line charges do not apply to Maritime Carriers.

**C. Lifeline Assistance Plan**

When an end user is provided a local residence exchange service by the telephone company, and if the residential local exchange rate for such end user is a reduced residential local exchange rate since the end user is eligible for a telephone lifeline assistance plan based upon a state established means test that is subject to verification and approval by the Federal Communications Commission (FCC) in accordance with section 69.203(g)(1) of the FCC Rules and Regulations, the End User Common Line (EUCL) primary Residence rate as set forth in 5.4.1 following, for a single telephone line to the principal residence of such end user's household, shall be waived in full if the state assistance equals or exceeds the rate set forth in 5.4.1 following.

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges****5.4.1 Monthly Recurring Charges**

<u>State - ILEC Serving Area</u>	<u>Charge</u>
<u>Arizona - Qwest End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$6.91
<u>Arizona - Qwest End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$7.39
<u>Arizona - Qwest End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$7.39
<u>Arizona - Qwest End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$7.39
<u>Arizona - Qwest End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$36.95
<u>California - SBC Pacific Bell End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$4.48
Non-primary individual line or trunk, each	\$4.48
<u>California - SBC Pacific Bell End User Common Line - Business</u>	
Individual line or trunk, each	\$4.48
Semi-public line, each	\$4.48
<u>California - SBC Pacific Bell End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$4.48
<u>California - SBC Pacific Bell End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$4.48
<u>California - SBC Pacific Bell End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$22.40
<u>California - Verizon (GTE) End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>California - Verizon (GTE) End User Common Line - Business</u>	

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**

Individual line or trunk, each	\$6.00
Semi-public line, each	\$7.57
<u>California - Verizon (GTE) End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$7.57
<u>California - Verizon (GTE) End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$7.57
<u>California - Verizon (GTE) End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$37.85
<u>Colorado - Qwest End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Colorado - Qwest End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$8.99
<u>Colorado - Qwest End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$8.99
<u>Colorado - Qwest End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$8.99
<u>Colorado - Qwest End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$44.95
<u>Connecticut - SBC SNET End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.78
Non-primary individual line or trunk, each	\$5.78
<u>Connecticut - SBC SNET End User Common Line - Business</u>	
Individual line or trunk, each	\$5.78
Semi-public line, each	\$6.88
<u>Connecticut - SBC SNET End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$6.88
<u>Connecticut - SBC SNET End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$6.88
<u>Connecticut - SBC SNET End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$34.40

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**

<u>District of Columbia - Verizon End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$3.86
Non-primary individual line or trunk, each	\$3.86
<u>District of Columbia - Verizon End User Common Line - Business</u>	
Individual line or trunk, each	\$3.86
Semi-public line, each	\$3.86
<u>District of Columbia - Verizon End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$3.86
<u>District of Columbia - Verizon End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$3.86
<u>District of Columbia - Verizon End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$19.30
<u>Florida - Bell South End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Florida - Bell South End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$7.84
<u>Florida - Bell South End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$7.84
<u>Florida - Bell South End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$7.84
<u>Florida - Bell South End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$39.20
<u>Florida - Verizon (GTE) End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Florida - Verizon (GTE) End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$8.98
<u>Florida - Verizon (GTE) End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$8.98
<u>Florida - Verizon (GTE) End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$8.98
<u>Florida - Verizon (GTE) End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$44.90

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges Cont'd)**

<u>Georgia - Bell South End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Georgia - Bell South End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$7.84
<u>Georgia - Bell South End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$7.84
<u>Georgia - Bell South End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$7.84
<u>Georgia - Bell South End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$39.20
<u>Illinois - SBC Ameritech End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$4.49
Non-primary individual line or trunk, each	\$4.49
<u>Illinois - SBC Ameritech End User Common Line - Business</u>	
Individual line or trunk, each	\$4.49
Semi-public line, each	\$4.49
<u>Illinois - SBC Ameritech End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$4.49
<u>Illinois - SBC Ameritech End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$4.49
<u>Illinois - SBC Ameritech End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$22.45
<u>Indiana - SBC Ameritech End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.52
Non-primary individual line or trunk, each	\$5.52
<u>Indiana - SBC Ameritech End User Common Line - Business</u>	
Individual line or trunk, each	\$5.52
Semi-public line, each	\$5.52
<u>Indiana - SBC Ameritech End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$5.52
<u>Indiana - SBC Ameritech End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$5.52
<u>Indiana - SBC Ameritech End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$27.60

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**

<u>Kansas - SBC Southwestern Bell End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.27
Non-primary individual line or trunk, each	\$5.27
<u>Kansas - SBC Southwestern Bell End User Common Line - Business</u>	
Individual line or trunk, each	\$5.27
Semi-public line, each	\$5.27
<u>Kansas - SBC Southwestern Bell End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$5.27
<u>Kansas - SBC Southwestern Bell End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$5.27
<u>Kansas - SBC Southwestern Bell End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$26.35
<u>Kentucky - Cincinnati Bell End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.19
Non-primary individual line or trunk, each	\$5.19
<u>Kentucky - Cincinnati Bell End User Common Line - Business</u>	
Individual line or trunk, each	\$5.19
Semi-public line, each	\$5.19
<u>Kentucky - Cincinnati Bell End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$5.19
<u>Kentucky - Cincinnati Bell End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$5.19
<u>Kentucky - Cincinnati Bell End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$25.95
<u>Maryland - Verizon End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.68
Non-primary individual line or trunk, each	\$5.68
<u>Maryland - Verizon End User Common Line - Business</u>	
Individual line or trunk, each	\$5.68
Semi-public line, each	\$5.68
<u>Maryland - Verizon End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$5.68
<u>Maryland - Verizon End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$5.68
<u>Maryland - Verizon End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$28.40

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges Cont'd)**Massachusetts - Verizon End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.49

Massachusetts - Verizon End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$7.13

Massachusetts - Verizon End User Common Line - Multiline Business

Individual line or trunk, each \$7.13

Massachusetts - Verizon End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$7.13

Massachusetts - Verizon End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$35.65

Michigan - SBC Ameritech End User Common Line - Residential

Primary individual line or trunk, each \$5.34

Non-primary individual line or trunk, each \$5.34

Michigan - SBC Ameritech End User Common Line - Business

Individual line or trunk, each \$5.34

Semi-public line, each \$5.34

Michigan - SBC Ameritech End User Common Line - Multiline Business

Individual line or trunk, each \$5.34

Michigan - SBC Ameritech End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.34

Michigan - SBC Ameritech End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$26.70

Minnesota - Qwest End User Common Line - Residential

Primary individual line or trunk, each \$5.04

Non-primary individual line or trunk, each \$5.04

Minnesota - Qwest End User Common Line - Business

Individual line or trunk, each \$5.04

Semi-public line, each \$5.04

Minnesota - Qwest End User Common Line - Multiline Business

Individual line or trunk, each \$5.04

Minnesota - Qwest End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.04

Minnesota - Qwest End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$25.20

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**Missouri - SBC Southwestern Bell End User Common Line - Residential

Primary individual line or trunk, each \$5.27

Non-primary individual line or trunk, each \$5.27

Missouri - SBC Southwestern Bell End User Common Line - Business

Individual line or trunk, each \$5.27

Semi-public line, each \$5.27

Missouri - SBC Southwestern Bell End User Common Line - Multiline Business

Individual line or trunk, each \$5.27

Missouri - SBC Southwestern Bell End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.27

Missouri - SBC Southwestern Bell End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$26.35

New Jersey - Verizon End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.29

New Jersey - Verizon End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$6.29

New Jersey - Verizon End User Common Line - Multiline Business

Individual line or trunk, each \$6.29

New Jersey - Verizon End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$6.29

New Jersey - Verizon End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$31.45

New York - Verizon End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.49

New York - Verizon End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$7.13

New York - Verizon End User Common Line - Multiline Business

Individual line or trunk, each \$7.13

New York - Verizon End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$7.13

New York - Verizon End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$35.65

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**North Carolina - Bell South End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$7.00

North Carolina - Bell South End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$7.84

North Carolina - Bell South End User Common Line - Multiline Business

Individual line or trunk, each \$7.84

North Carolina - Bell South End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$7.84

North Carolina - Bell South End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$39.20

Ohio - SBC Ameritech End User Common Line - Residential

Primary individual line or trunk, each \$5.38

Non-primary individual line or trunk, each \$5.38

Ohio - SBC Ameritech End User Common Line - Business

Individual line or trunk, each \$5.38

Semi-public line, each \$5.38

Ohio - SBC Ameritech End User Common Line - Multiline Business

Individual line or trunk, each \$5.38

Ohio - SBC Ameritech End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.38

Ohio - SBC Ameritech End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$26.90

Ohio - Cincinnati Bell End User Common Line - Residential

Primary individual line or trunk, each \$5.19

Non-primary individual line or trunk, each \$5.19

Ohio - Cincinnati Bell End User Common Line - Business

Individual line or trunk, each \$5.19

Semi-public line, each \$5.19

Ohio - Cincinnati Bell End User Common Line - Multiline Business

Individual line or trunk, each \$5.19

Ohio - Cincinnati Bell End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.19

Ohio - Cincinnati Bell End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$25.95

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges****5.4.1 Monthly Recurring Charges (Cont'd)**Oregon - Qwest End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.99

Oregon - Qwest End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$8.15

Oregon - Qwest End User Common Line - Multiline Business

Individual line or trunk, each \$8.15

Oregon - Qwest End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$8.15

Oregon - Qwest End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$40.75

Oregon - Verizon (GTE) End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$7.00

Oregon - Verizon (GTE) End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$9.20

Oregon - Verizon (GTE) End User Common Line - Multiline Business

Individual line or trunk, each \$9.20

Oregon - Verizon (GTE) End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$9.20

Oregon - Verizon (GTE) End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$46.00

Pennsylvania - Verizon End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.08

Pennsylvania - Verizon End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$6.08

Pennsylvania - Verizon End User Common Line - Multiline Business

Individual line or trunk, each \$6.08

Pennsylvania - Verizon End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$6.08

Pennsylvania - Verizon End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$30.40

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**

<u>Tennessee - Bell South End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Tennessee - Bell South End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$7.84
<u>Tennessee - Bell South End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$7.84
<u>Tennessee - Bell South End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$7.84
<u>Tennessee - Bell South End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$39.20
<u>Texas - SBC Southwestern Bell End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$5.27
Non-primary individual line or trunk, each	\$5.27
<u>Texas - SBC Southwestern Bell End User Common Line - Business</u>	
Individual line or trunk, each	\$5.27
Semi-public line, each	\$5.27
<u>Texas - SBC Southwestern Bell End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$5.27
<u>Texas - SBC Southwestern Bell End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$5.27
<u>Texas - SBC Southwestern Bell End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$26.35
<u>Texas - Verizon (GTE) End User Common Line - Residential</u>	
Primary individual line or trunk, each	\$6.00
Non-primary individual line or trunk, each	\$7.00
<u>Texas - Verizon (GTE) End User Common Line - Business</u>	
Individual line or trunk, each	\$6.00
Semi-public line, each	\$9.20
<u>Texas - Verizon (GTE) End User Common Line - Multiline Business</u>	
Individual line or trunk, each	\$9.20
<u>Texas - Verizon (GTE) End User Common Line-Centrex CO and CO-like service</u>	
Individual line, trunk, or channel, each	\$9.20
<u>Texas - Verizon (GTE) End User Common Line - ISDN-PRI</u>	
Individual line, trunk, or channel, each	\$46.00

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**5. END USER ACCESS SERVICE****5.4 Rates and Charges (Cont'd)****5.4.1 Monthly Recurring Charges (Cont'd)**Washington - Qwest End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$6.10

Washington - Qwest End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$6.32

Washington - Qwest End User Common Line - Multiline Business

Individual line or trunk, each \$6.32

Washington - Qwest End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$6.32

Washington - Qwest End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$31.60

Washington - Verizon (GTE) End User Common Line - Residential

Primary individual line or trunk, each \$6.00

Non-primary individual line or trunk, each \$7.00

Washington - Verizon (GTE) End User Common Line - Business

Individual line or trunk, each \$6.00

Semi-public line, each \$9.20

Washington - Verizon (GTE) End User Common Line - Multiline Business

Individual line or trunk, each \$9.20

Washington - Verizon (GTE) End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$9.20

Washington - Verizon (GTE) End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$46.00

Wisconsin - SBC Ameritech End User Common Line - Residential

Primary individual line or trunk, each \$5.06

Non-primary individual line or trunk, each \$5.06

Wisconsin - SBC Ameritech End User Common Line - Business

Individual line or trunk, each \$5.06

Semi-public line, each \$5.06

Wisconsin - SBC Ameritech End User Common Line - Multiline Business

Individual line or trunk, each \$5.06

Wisconsin - SBC Ameritech End User Common Line-Centrex CO and CO-like service

Individual line, trunk, or channel, each \$5.06

Wisconsin - SBC Ameritech End User Common Line - ISDN-PRI

Individual line, trunk, or channel, each \$25.30

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**5. END USER ACCESS SERVICE****5.5 Presubscription**

5.5.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end-user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.5.4, applies.

5.5.2 At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IC as PIC and dial 10XXX or 101XXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.5.4 applies. This charge is billed to the end user.

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**5. END USER ACCESS SERVICE****5.5 Presubscription (Cont'd)****5.5.3 Unauthorized PIC Change**

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 5.5.4 will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 5.5.4 following.

**5.5.4 Rates and Charges**

<u>Charge</u>	<u>Non-Recurring</u>
A. Authorized PIC Change	
- Per Telephone Exchange Service Line or Trunk	\$0.00
A. Unauthorized PIC Change	
- Per Telephone Exchange Service Line or Trunk	\$100.00

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC)****5.6.1 General Description**

The Company will recover the Presubscribed Interexchange Carrier Charge (PICC) through a flat-rated, monthly charge assessed on a per End User line basis to each End User's interLATA presubscribed carrier. If an End User does not have a presubscribed interexchange carrier, the PICC rate is assessed directly to the End User.

**5.6.2 Rate Regulations**

A. For end users who have selected a Presubscribed Interexchange Carrier (PIC), the PICC applies on a per presubscribed line basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale. The type of PICC charge is based on the classification of the ultimate end user. PICC applies to all purchasers of originating Feature Group D switched access service.

The PICC charge will be billed to the carrier of record for the associated Carrier Identification Code (CIC), unless other arrangements have been made.

If the end user line is not presubscribed to a primary interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than the Company, and the end user has not chosen a presubscribed interexchange carrier, the reseller will be assessed the PICC.

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)****5.6.2. Rate Regulations (Cont'd)****A. (Cont'd)**

When an end user receives assistance for a single telephone line to the household's principal residence, under a telephone lifeline assistance plan approved by the FCC, and the end user does not have a PIC on that line, the Primary Residence PICC will be waived.

The PICC is assessed based on the number and type of lines that are presubscribed to an individual carrier. The types of lines for which PICC applies corresponds to the types of lines for which End User Common Line charges (described in Section 5.3) apply. The types of lines for which PICC applies are:

Primary Residence/Single Line Business  
Non-Primary Residence  
Multi-Line Business  
Centrex  
Primary Rate Interface ISDN (ISDN-PRI)

Regulations concerning the application of the PICC are contained in 5.6.

- B.** Primary Residential PICC rates apply to the first voice grade, residential line, at a Single Service location, provided under the Telephone Company's General and/or Local Exchange Service Tariff(s). The determination of which lines is primary shall be the same for PICC as for End User Common Line.

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)****5.6.2 Rate Regulations (Cont'd)**

- B. Non-Primary Residential PICC rates apply to all voice grade, residential service lines provided at the same service location, in excess of the first line, (described in (2), above).
- C. For exchange residence service installed prior to January 1, 1998, the Company will use existing service records to determine which line is Primary. Current billing records contain Bill Codes that identify non-primary residence lines. If that data are not available, date of installation may be used. The first lines installed at a location will be designated as Primary.

For exchange residence service established after January 1, 1998, if the customers orders more than one line at the same service location, the first lines installed will be Primary. Otherwise, if services are ordered at different times, the date of installation for the same location may be used to designate the Primary line.

Single Line Business PICC rates, apply if the End User pays a rate that is not described as a residential rate in the General and/or Local Exchange Service tariffs of the Telephone Company and does not obtain more than one such line from the same Telephone Company.

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)****5.6.2 Rate Regulations (Cont'd)**

- D. Multi-line Business PICC rates apply if the End User is provided with a payphone access line or with more than one business line in a state by the same Telephone Company under the business regulations of the General and/or local Exchange Service tariffs of the Telephone Company. If the Telephone Company is the payphone access line's end user, the Telephone Company's payphone operations shall be charged the Multi-line Business PICC rate.
- E. Determination of the appropriate entity to be assessed the PICC for each End User line will be made at a single point in time each month. A survey will be conducted each month, on approximately the same date, to determine the interLATA presubscribed carrier for each End User line. The presubscribed carrier will be assessed the applicable PICC rate for each End User line which has an interLATA PIC, at the time of the monthly survey.
- F. Centrex PICC rates apply if the End User is provided with Centrex service by the Telephone Company under the regulations of the General and/or Local exchange Service tariffs of the Telephone Company.

For Centrex Dormitory (Residence) Service lines, the Primary Residential PICC rate applies to each line.

For all Centrex lines other than Dormitory, the PICC rate is based on a ratio representing trunk equivalence. Centrex PICC rates are based on the number of lines in the Centrex group.

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**5. END USER ACCESS SERVICE**

5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)

5.6.2 Rate Regulations (Cont'd)

- G. Each Primary Rate Interface ISDN (ISDN-PRI) service will be assessed the equivalent of five multi-line business PICC charges.
- I. Temporary Suspension of Service – When an End user temporarily suspends its Local Exchange service which is associated with the services contained in this Section, the associated charges contained in this Section are also suspended.

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)****5.6.2 Rate Regulations (Cont'd)****J. Assessment of the PICC**

For end users who have selected a Presubscribed Interexchange Carrier (PIC), the PICC applies on a per presubscribed line basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale. The type of PICC charge is based on the classification of the ultimate end user. PICC applies to all purchasers of originating Feature Group D (FGD) switched access service.

The PICC charge will be billed to the carrier of record for the associated Carrier Identification Code (CIC), unless other arrangements have been made.

If the end user line is not presubscribed to a primary interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than the Telephone Company, and the end user has not chosen a presubscribed interexchange carrier, the reseller will be assessed the PICC.

When an end user receives assistance for a single telephone line to the Household's principal residence, under a telephone lifeline assistance plan approved by the FCC and the end user does not have PIC on that line, the Primary Residence PICC will be waived.

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**5. END USER ACCESS SERVICE****5.6 Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)****5.6.3 Monthly Recurring Charges**

A. Residence Subscriber	
- Primary Individual line or trunk	\$0.00
- Non-Primary Individual line or trunk	\$0.00
B. Single Line Business Subscriber	
- Individual line or trunk	\$0.00
C. Multiline Business Subscriber	
- Individual line or trunk, each	\$0.00
D. ISDN-PRI Subscriber	
- Per T1 facility	\$0.00
E. Centrex Subscriber	
- 2-Line Centrex	\$0.00
- 3-Line Centrex	\$0.00
- 4-Line Centrex	\$0.00
- 5-Line Centrex	\$0.00
- 6-Line Centrex	\$0.00
- 7-Line Centrex	\$0.00
- 8-Line Centrex	\$0.00
- 9-Line Centrex	\$0.00

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**5. END USER ACCESS SERVICE****5.7 Line Port Rates****5.7.1 General Description**

The line port rate is a monthly charge to recover the cost of ISDN line ports and other line ports, to the extent these costs exceed the cost of a line port used for basic, analog service. The excess cost is recovered through the line port rate which is assessed directly to End Users of these ports on a monthly basis.

- A. PRI ISDN Service. PRI ISDN can be found in the local service tariff. Each PRI ISDN service provides 23 “B” channels and one “D” channel. The PRI Line Port rate, as set forth in 5.7.2 will be assessed per PRI ISDN service.
- B. The line port rate will be billed in advance.
- C. Temporary Suspension of Service – When an End User temporarily suspends its Local Exchange Service which is associated with the services contained in this Section, the associated charges contained in this Section are also suspended.

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**5. END USER ACCESS SERVICE**

5.7 Line Port Rates (Cont'd)

5.7.2 Rates and Charges

- |    |                                 |         |
|----|---------------------------------|---------|
| 1. | PRI ISDN Trunk Port             |         |
|    | -Individual Line or Trunk, each | \$23.48 |

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**6. OTHER SERVICE****6.1 Billing Name and Address****6.1.1 Definition**

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services) for telecommunications services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activating such as market surveys or direct marketing by mail or by telephone. The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

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**6. OTHER SERVICE****6.1 Billing Name and Address (Cont'd)****6.1.2 Undertaking of the Company**

The Company will specify the format in which requests are to be submitted. All requests for information will be by facsimile.

The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records.

The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

**6.1.3 Obligation of the Customer**

With each order for BNA service, the customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.

The Customer shall institute adequate internal procedure to ensure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.

The Customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the Customer's end user records, accounts, databases or market data, records files and databases or the systems it assembles through the use of BNA Service.

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**6. OTHER SERVICE****6. OTHER SERVICES (Cont'd)****6.1 Billing Name and Address (Cont'd)****6.1.4 Rate Regulations**

- A. Service Establishment Charges apply for the initial establishment of BNA Service.
- B. Billing Name and Address customers will be assessed a per record rate for each BNA record requested. This rate is billed to the customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database.
- C. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

**6.1.5 Rates and Charges**

- |    |                              |            |
|----|------------------------------|------------|
| A. | Service Establishment Charge | \$3,000.00 |
| B. | Query charge, per record     | \$0.55     |

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**6. OTHER SERVICE****6.2 Service Provider Number Portability Database Service (SPNPDS)****6.2.1 Service Provider Number Portability (SPNP) General Description**

Service Provider Number Portability provides, where facilities permit, the ability: (1) of 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; (2) all Telephone Company customers (end users, both retail and wholesale) to complete calls to numbers that have been ported.

**6.2.2 SPNPDS Service Description**

SPNPDS 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. For NXX's with one or more ported DNs, the database contains information about an end user's choice of Local Service Provider (LSP) along with the appropriate Location Routing Number (LRN) for that LSP's serving switch that will be 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 SPNP database to secure the LRN which is then used in routing the call.

Where the carrier of the N-1 network is unable to secure the LRN, and forwards a call to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide (LERG), the Company will perform the query for the N-1 Carrier and bill that N-1 carrier a SPNP query charge.

SPNP Database service will be applied uniformly to all users of the Company's SPNP Database Network.

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**6. OTHER SERVICE****6.2 Service Provider Number Portability Database Service (SPNPDS) (Cont'd)****6.2.3 SPNP Query**

Customers terminating calls from the Customer's network to numbers in the Company's network with NXX codes that have been designated as number portable, who are responsible for making a query to a database containing the information necessary to route calls to number portable NXX codes, may terminate such traffic to the Company's network non-queried. When this occurs, the Company's network must query its SPNP database to obtain information necessary to complete such calls. The Company will bill the Customer the applicable SPNP Query Charge for launching those database queries.

When the Company performs a query on behalf of the Customer, the Company's switch will suspend call processing, formulate and launch a query via the common channel signaling network to a SPNP database to obtain information necessary to route calls to number portable NXX codes. When the necessary routing information has been returned from the SPNP 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.

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**6. OTHER SERVICE****6.2 Service Provider Number Portability Database Service (SPNPDS) (Cont'd)****6.2.4 SPNPDS Provisioning****A. Limitations**

SPNP Database Service is to be used only on a call-by-call basis for routing calls to number portable NXX codes and cannot be used for purposes other than those functions described herein. Information residing in the Company's SPNP database is protected from unauthorized access and may not be stored in a customer's database or elsewhere for any reason.

**B. Network Management**

The Company will administer its network to ensure the provision of acceptable service levels to all 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, or national security demands.

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**6. OTHER SERVICE****6.2. Service Provider Number Portability Database Service (SPNPDS) (Cont'd)****6.2.4 SPNPDS Provisioning (Cont'd)****C. Rate Regulations**

The rate associated with SPNPDS, which is query based, will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

The SPNP Query rate element applies for each query received at the Company's database regardless of whether the DN is actually ported.

The SPNP Query rate element provides for the identification of the LRN information associated with the directory number including transport of

the query to and from the database. SPNP Query charges are assessed on a per call basis to each telecommunications carrier (inter-exchange carrier or local service provider) who delivers an undipped call to a Directory Number that resides in an NXX that has been designated as a portable NXX by the Company, and the Company must perform a query on the DN in order to complete termination of the call. This charge incorporates the temporary suspension of call processing, the launch of a query to the LNP database, and subsequent call reorigination and delivery to the appropriate network switch for completion to the called party.

**D. Rates and Charges****Rate Per Query**

SPNP Query	\$0.00253
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