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ACCESS SERVICE

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RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO INTERSTATE COMMUNICATIONS FACILITIES  
FURNISHED BY TELCOVE OPERATIONS, LLC  
AND ITS CONCURRING CARRIERS BETWEEN POINTS IN THE UNITED  
STATES AS SPECIFIED HEREIN

- \* CenturyLink Competitive Operating Companies Tariff F.C.C. No. 6 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 Level 3 Communications, LLC Tariff F.C.C. No. 1.

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**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.

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	2-11	Original	2-34	Original
0-1	1st *	2-12	Original	2-35	Original
0-2	1st *	2-13	Original	2-36	Original
0-3	Original	2-14	Original	2-37	Original
0-4	Original	2-15	Original	2-38	Original
0-5	Original	2-16	Original	2-39	Original
1-1	Original	2-17	Original	2-40	Original
1-2	Original	2-18	Original	2-41	Original
1-3	Original	2-19	Original	2-42	Original
1-4	Original	2-20	Original	2-43	Original
1-5	Original	2-21	Original	2-44	Original
1-6	Original	2-22	Original	2-45	Original
1-7	Original	2-23	Original	2-46	Original
2-1	Original	2-24	Original	2-47	Original
2-2	Original	2-25	Original	2-48	Original
2-3	Original	2-26	Original	2-49	Original
2-4	Original	2-27	Original	2-50	Original
2-5	Original	2-28	Original	2-51	Original
2-6	Original	2-29	Original	3-1	Original
2-7	Original	2-30	Original	3-2	Original
2-8	Original	2-31	Original	3-3	Original
2-9	Original	2-32	Original	3-4	Original
2-10	Original	2-33	Original	3-5	Original

\* New or Revised Page.

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**CHECK SHEET (Cont'd)**

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
3-6	Original	3-19	Original	5-3	Original
3-7	Original	3-20	Original	5-4	Original
3-8	Original	3-21	Original	5-5	Original
3-9	Original	3-22	Original	5-6	Original
3-10	Original	3-23	Original	5-7	Original
3-11	Original	3-24	Original	5-8	Original
3-12	Original	3-25	1st *	5-9	Original
3-13	Original	4-1	Original	5-10	Original
3-14	Original	4-2	Original	5-11	Original
3-15	Original	4-3	Original	5-12	Original
3-16	Original	4-4	Original	5-13	Original
3-17	Original	5-1	Original	5-14	Original
3-18	Original	5-2	Original	5-15	Original

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1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**TABLE OF CONTENTS**

	<b>PAGE</b>
CHECK SHEET .....	0-1
TABLE OF CONTENTS .....	0-3
CONCURRING CARRIERS.....	0-5
EXPLANATION OF SYMBOLS .....	0-5
1. DEFINITIONS .....	1-1
1.1 Application .....	1-7
2. REGULATIONS.....	2-1
2.1 Undertaking of the Company .....	2-1
2.2 Prohibited Uses .....	2-11
2.3 Obligations of the Customer .....	2-12
2.4 Customer Equipment and Channels.....	2-23
2.5 Customer Deposits and Advance Payments .....	2-24
2.6 Payment Arrangements.....	2-25
2.7 Allowances for Interruptions in Service .....	2-40
2.8 Cancellation of Service/Termination Liability .....	2-44
2.9 Customer Liability for Unauthorized Use of the Network .....	2-45
2.10 Application of Rates .....	2-48
3. SERVICE DESCRIPTIONS .....	3-1
3.1 Access Services .....	3-1
3.2 Miscellaneous services .....	3-24

---

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Issued By: Regulatory and Public Policy  
1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**TABLE OF CONTENTS (Cont'd)**

	<b>PAGE</b>
4. BILLING AND COLLECTION SERVICES .....	4-1
4.1 Billing Name and Address Service .....	4-1
5. RATES AND CHARGES .....	5-1
5.1 Rates .....	5-1

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Issued: December 11, 2018

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1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

CONCURRING CARRIERS

TelCove of Pennsylvania, LLC, Broomfield, Colorado

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

EXPLANATION OF SYMBOLS

- 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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---

**ACCESS SERVICE**

---

**1. DEFINITIONS**

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier

See Interexchange Carrier.

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or TelCove Operations, LLC

TelCove Operations, LLC, the issuer of this tariff, and its concurring carriers.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**1. DEFINITIONS****Company Calling Card**

A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

**Credit Card**

A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

**Customer**

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

**End Office**

The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility(ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office."

**End User or User**

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

**Exchange Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

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Broomfield, CO 80021



---

**ACCESS SERVICE**

---

**1. DEFINITIONS**

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

On-net

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

Recurring Charge

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

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Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**1. DEFINITIONS**Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

---

1. DEFINITIONS

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

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---

**ACCESS SERVICE**

---

**1. DEFINITIONS****Toll Free**

A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

**Universal Emergency Telephone Number (911) Service**

Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

**VoIP-PSTN Traffic**

The term 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. 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.

**Wire Center**

A building in which one or more central offices, used for the provision of Exchange Services, are located.

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---

**ACCESS SERVICE**

---

1. DEFINITIONS

1.1 APPLICATION

This tariff applies to interstate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to TelCove Operations, LLC or any of its concurring carriers.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating interstate communications. The rates set forth in this Tariff apply only to On-net services.

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

**2.1.2 Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

**2.1.3 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities when available to its customers for communications, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the United States.

- a. The Company reserves the right to discontinue, limit, allocate or to impose requirements for the use of existing facilities or of additional facilities offered by the Company, as required to meet changing rules, regulations, statutes, ordinances, and other legal directives when such rules, regulations, statutes, ordinances, and other legal directives have an adverse material affect on the business or economic feasibility of providing service or when necessary because of lack of facilities, or due to some other cause beyond the Company's control, as determined by the Company in its reasonable judgment. In such circumstances, the Company's tariff will be revised accordingly.

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company (Cont'd)****2.1.3 Obligation of the Company (Cont'd)**

- b. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by as present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until such time as the indebtedness is satisfied.

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ACCESS SERVICE

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2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.4 Terms and Conditions (cont'd)**

- D) This tariff shall be interpreted and governed by the laws of the United States regardless of its choice of laws provision.

**2.1.5 Limitations on Liability**

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: ( 1 ) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. Notwithstanding the foregoing, the Company will only provide credit or payment for up to 90 days of over billed amounts.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.5 Limitations on Liability (cont'd)**

D) The Company shall not be liable for any claims for loss or damages involving:

- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.5 Limitations on Liability (cont'd)****D) (cont'd)**

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.5 Limitations on Liability (cont'd)****D) (cont'd)**

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.
- 13) The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, the telecommunications facilities.

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.5 Limitations on Liability (cont'd)**

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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---

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---

**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.5 Limitations on Liability (cont'd)**

- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J) The Company will make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with other Local Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Company services used by the Customer.
- K) When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act of omission of such other common carriers, or other service providers, or their respective agents, servants or employees.

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---

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---

**2. REGULATIONS****2.1.6 Provision of Equipment and Facilities**

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.1 Undertaking of the Company (cont'd)****2.1.7 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

**2.2 Prohibited Uses**

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering 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 relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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ACCESS SERVICE

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2. REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.2 Liability of the Customer (cont'd)**

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

**2.3.3 PICC**

- A) When the customer is a Commercial Mobile Radio Service provider, it shall designate whether the local exchange services it is provided by the Company are used as access lines for its services or used as administrative lines.
- B) When the customer is provided with a local exchange service which is not identified as Business, Centrex, Integrated Services Digital Network (ISDN), or Residence service, it shall provide the Company information relative to the use of such service to help the Company determine the appropriate rates.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements**

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, 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 trunk group 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 the 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 forth in Section 2.3.3(B) following.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)****A) (cont'd)**

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.

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 Toll Free 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 Toll Free 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.

- B) 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.

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Broomfield, CO 80021

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)**

- C) 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.
- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk 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). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)**

- E) 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 2.3.3(A) 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 2.3.3(A) preceding.
- F) The Customer reported projected interstate percentage of use as set forth in Section 2. 3. 3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or 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 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)**

- G) 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.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.
- I) Identification and Rating of VoIP-PSTN Traffic

This section governs the identification of 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 VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. 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 15, following.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)****(I) Identification and Rating of VoIP-PSTN Traffic (Cont'd)**

- (1) Calculation and Application of Percent-VoIP- Usage Factors**
  - a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed 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 user.
  - 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.
  - d. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)****(I) Identification and Rating of VoIP-PSTN Traffic (cont'd)****(1) Calculation and Application of Percent-VoIP-Usage Factors (cont'd)**

- 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 FCC Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- 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 Customer supplies such factors. For this purpose, 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.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)**

- (J) The preceding section (I) 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 VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.
- (K) **PVU Factor Update**  
The Customer may update the PVU factors quarterly using the method set forth in (I)(1)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.
- (L) **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 factor based upon:
    - A review of the requested data and information provided by the Customer,
    - The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on the FCC Local Competition Report or other relevant data.
    - A change in the reported PVU factor by more than five percentage points from the preceding quarter.

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---

**ACCESS SERVICE**

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**2. REGULATIONS****2.3 Obligations of the Customer (cont'd)****2.3.4 Jurisdictional Report Requirements (cont'd)****(L) PVU Factor Verification (Cont'd)**

- c. If after review of the data and information, the Customer and the Company establishes 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.
  - 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.
  - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
  - 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.
  - 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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**2. REGULATIONS****2.4 Customer Equipment and Channels****2.4.1 Interconnection of Facilities**

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**2.4.2 Inspections**

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

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**2. REGULATIONS****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

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

**2.5.2 Deposits**

- A) To safeguard its interests, the Company may require the 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:
- 1) three months' charges for a service or facility which has a minimum payment period of one month: or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.5 Customer Deposits and Advance Payments (cont'd)****2.5.2 Deposits (cont'd)**

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

**A) Taxes**

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

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.2 Billing and Collection of Charges (cont'd)**

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.3 Billing Disputes****A) General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

**B) Late Payment Charge**

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 3.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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---

**ACCESS SERVICE**

---

**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.3 Billing Disputes (cont'd)****C) Adjustments or Refunds to the Customer**

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) The Company will only provide a refund or credit for up to 90 days of over billed amounts.
- 5) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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ACCESS SERVICE

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2. REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered during the Company's normal course of business) to request an in-depth review of the disputed amount.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.4 Discontinuance of Service for Cause**

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.4 Discontinuance of Service for Cause (cont'd)**

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

**2.6.5 Notice to Company for Cancellation of Service**

- A) Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.
- B) Customers seeking to terminate 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.

**2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved**

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)**

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A) For Feature Group D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in ( B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)**

B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6(A) preceding are determined as follows:

- 1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes  
by

the number of airline miles as determined in (1)  
preceding  
by

the Company's appropriate Local Transport Facility  
per mile per access minute rate  
by

the Company's billing percentage factor.

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ACCESS SERVICE

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2. REGULATIONS

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

B) (cont'd)

2) (cont'd)

(b) Multiply:

The number of access minutes  
by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)**

C) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6(A) preceding is determined as follows:

- 1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes  
by

the number of airline miles as determined in (1)  
preceding  
by

the Company's appropriate Direct Trunked  
Transport-Facility per mile per access minute rate  
by

the Company's billing percentage factor.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)****D) For Feature Group D.**

- 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

**E) The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6(F) below.****F) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.**

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1025 Eldorado Boulevard  
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**ACCESS SERVICE**

---

**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)**

- G) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6(A) preceding, the Company will give affected Customers 30 days' notice.
- H) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

**2.6.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1(C) following, Access Order Modifications.

**2.6.8 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company; provided, however, that the Company will only provide credit or payment for up to 90 days of over billed amounts. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.6 Payment Arrangements (cont'd)****2.6.9 PICC**

- A) Minimum Period – The Minimum period for which End User Access is provided and for which rates are applicable is the same as that in the general and/or local exchange tariffs for the associated switched access service.
- B) Cancellation of Application – End User Access is cancelled when the order for the associated switched access service is cancelled. No cancellation charges apply.
- C) Changes to Orders – When changes are made to orders for the switched access service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.
- D) Allowance for Interruptions – When there is an interruption to a common line, requested credit allowances for PICC rates are provided as set forth for the local exchange service for end user and reseller billed rates only. No credit allowance is made for the PICC when the rate is assessed to the presubscribed carrier.
- E) Temporary Suspension of Service – When an end user temporarily suspends its local exchange service, one-half of the PICC per month rates are temporarily suspended for the time period the local exchange service is suspended for end user and reseller billed rates. If the PICC is assessed to the presubscribed carrier, the PICC is not reduced.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.7 Allowances for Interruptions in Service****2.7.1 General**

Credit allowances for interruptions of service which are not a result of (i) the Company's testing or adjusting; (ii) the negligence or other wrongful act or omission of the Customer, or (iii) the failure of services, channels, equipment and/or communications systems provided by the Customer or the Customer's agents, servants, employees, or customers, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided, automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code.

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

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**2. REGULATIONS****2.7 Allowances for Interruptions in Service (cont'd)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

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**ACCESS SERVICE**

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**2. REGULATIONS****2.7 Allowances for Interruptions in Service (cont'd)****2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.4 Application of Credits for Interruptions in Service**

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate 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.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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Broomfield, CO 80021

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**ACCESS SERVICE**

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**2. REGULATIONS****2.7 Allowances for Interruptions in Service (cont'd)****2.7.4 Application of Credits for Interruptions in Service (cont'd)****D) Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.** Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

**F) Interruptions Over 72 Hours.** Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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Broomfield, CO 80021



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**ACCESS SERVICE**

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**2. REGULATIONS****2.7 Allowances for Interruptions in Service (cont'd)****2.7.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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**ACCESS SERVICE**

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**2. REGULATIONS****2.8 Cancellation of Service/Termination Liability (cont'd)****2.8.1 Termination Liability (cont'd)**

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

**2.9 Customer Liability for Unauthorized Use of the Network****2.9.1 Unauthorized Use of the Network**

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
  - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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ACCESS SERVICE

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2. REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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Broomfield, CO 80021

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ACCESS SERVICE

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2. REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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Broomfield, CO 80021

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**ACCESS SERVICE**

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**2. REGULATIONS****2.10 Application of Rates**

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

**2.10.1 Charges Based on Duration of Use**

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 Feature Group D, usage measurement begins when the originating Feature Group D 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 Feature Group D 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.

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

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Broomfield, CO 80021

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**ACCESS SERVICE**

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**2. REGULATIONS****2.10 Application of Rates (cont'd)****2.10.1 Charges Based on Duration of Use**

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

FGD access 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.

**2.10.2 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 a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in Applicable Company Tariffs.

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Broomfield, CO 80021

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**ACCESS SERVICE**

---

**2. REGULATIONS****2.10 Application of Rates (cont'd)****2.10.2 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.

$$7) \quad \text{Formula} = \frac{\square\square\square\square\square\square\square\square (V1 - V2)^2 + (H1 - H2)^2}{10}$$

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**ACCESS SERVICE**

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**2. REGULATIONS****2.10 Application of Rates (cont'd)****2.10.3 Mileage**

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.1 Access Services**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's telephone number. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800" or "888".

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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order****A) Ordering Access Service Types**

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

- 1) For Feature Group D Switched Access Service:
  - (a) When direct routing to an end office is desired, the Customer shall specify:
    - the number of trunks,
    - the end office and
    - the Local Transport and Local Switching options desired.
  - (b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
    - the number of trunks,
    - the access tandem switch,
    - the Local Transport and Local Switching options desired, and
    - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****A) Ordering Access Service Types (cont'd)**

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- 2) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****A) Ordering Access Service Types (cont'd.)****2) (cont'd.)**

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- 3) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

**B) Access Order Service Date Intervals**

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****B) Access Order Service Date Intervals (cont'd)****1) Standard Interval**

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

**2) Negotiated Interval**

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****B) Access Order Service Date Intervals (cont'd)****2) Negotiated Interval (cont'd)**

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Initial establishment of service      Maximum Interval  
where Customer is:

- Not yet provided with any Trunk Group service in the LATA      6 months
- Provided Trunk Group service in the LATA      90 Days

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****B) Access Order Service Date Intervals (cont'd)****3) Advance Order Interval**

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

**(a) Advance Payment**

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment	The minimum monthly charge
(Nonrefundable)	for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****B) Access Order Service Date Intervals (cont'd)****3) Advance Order Interval (cont'd)****(a) Advance Payment (cont'd)**

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

**(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order**

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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Broomfield, CO 80021



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ACCESS SERVICE

---

3. SERVICE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

C) Access Order Modifications

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

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

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****D) Cancellation of an Access Order**

- 1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****D) Cancellation of an Access Order (cont'd)**

- 2) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
  - (a) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
  - (b) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

**E) Minimum Period**

- 1) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- 2) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****E) Minimum Period (cont'd)****2) (cont'd)**

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- (a) A move to a different building.
- (b) A change in type of service.
- (c) A change in Switched Access Service Interface Group.
- (d) Change in Switched Access Service traffic type.
- (e) A change in STP Access link.
- (f) A change in STP Port.
- (9) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (h) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****F) Minimum Period Charges**

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**G) Nonrecurring Charges**

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

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****G) Nonrecurring Charges (cont'd)****1) Installation of Service**

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

**2) Service Rearrangements**

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

**(a) Moves Within the Same Building**

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

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.1 Access Service Order (cont'd)****G) Nonrecurring Charges (cont'd)****2) Service Rearrangements (cont'd)****(b) Moves to a Different Building**

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

**H) Network Blocking Charge**

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories**

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Tandem Transport
- End Office – Local Switching

**A) Carrier Common Line**

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer interstate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

**1) Limitations**

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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Broomfield, CO 80021



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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories (cont'd)****A) Carrier Common Line (cont'd)****2) Undertaking of the Telephone Company**

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

**3) Obligations of the Customer**

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

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

**4) Common Channel Signaling Access Exemption**

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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ACCESS SERVICE

---

3. SERVICE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

A) Carrier Common Line (cont'd)

5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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Broomfield, CO 80021

---

ACCESS SERVICE

---

3. SERVICE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.2 Standard Rate Categories (cont'd)

B) Tandem Transport

Tandem Transport is comprised of two rate elements. The two rate elements are as follows:

- (a) The Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories (cont'd)****B) Tandem Transport (cont'd)****1) Interconnection Charge**

The interconnection Charge provides for interconnection with the Company's Switch Access network. This rate element will be applied to all Switched Access calls that originate or terminate at a Company end office.

**2) Network Call Blocking**

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.2 Standard Rate Categories (cont'd)****C) End Office – Local Switching**

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The Local Switching rate element provides for:

- a) the use of end office switching equipment;
- b) the terminations for the end user common lines terminating in the local end office; and
- c) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

**D) Dedicated End Office Trunk Port Service**

The Dedicated End Office Trunk Port Service provides for termination of interstate dedicated transport trunk facilities at the end office switch. This service is required with interstate dedicated transport to an end office and is available on a dedicated DSO/VG trunk port basis and on a dedicated DS1 trunk port basis. These elements apply per each dedicated DSO/VG and each DS1 transport facility terminated at an end office.

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Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.3 Other Rate Categories****A) Toll Free Data Base Access Service**

Toll Free Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. The Toll Free Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

**Chargeable Optional Feature**

- 1) Toll Free Data Base Access Service: The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with Toll Free Data Base Access Service.

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.1 Access Services (cont'd)****3.1.3 Other Rate Categories (cont'd)****B) Toll Free Inter-Exchange Delivery Service**

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports toll free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 15.1.3.4.7 is usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

---

**3. SERVICE DESCRIPTIONS****3.2 Miscellaneous Services****3.2.1 Presubscription**

- A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC 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 IXC 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 IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- B) 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 IXCs 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 IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
  - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

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 5.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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**ACCESS SERVICE**

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**3. SERVICE DESCRIPTIONS****3.2 Miscellaneous Services****3.2.2 Unauthorized PIC Change**

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC 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 IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Section 5.2.1(B) will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 5.2.1(A) following.

**3.2.3 Universal Service Fund Contribution Charge**

The Federal Universal Service Fund Charge is assessed monthly to end user customers who obtain services from this Tariff to recover contributions for the Universal Service Support Mechanisms. Telecommunications carriers or telecommunications providers that obtain services from this Tariff and do not establish that they contribute directly to support universal service are treated as end user customers and assessed this charge. Telecommunications carriers or telecommunications providers that obtain services from this Tariff to provision telecommunications and establish that they contribute directly to support universal service are excluded from this charge, as are Lifeline customers.

The applicable contribution factor can be found at:

<http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>

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**ACCESS SERVICE**

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**4. BILLING AND COLLECTION SERVICES****4.1 Billing Name and Address Service**

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity 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.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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**ACCESS SERVICE**

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**4. BILLING AND COLLECTION SERVICES****4.1 Billing Name and Address Service (cont'd)****4.1.1 Undertaking of the Company**

- A) The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- B) 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 was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

**4.1.2 Obligations of the Customer**

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure 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.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

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**4. BILLING AND COLLECTION SERVICES****4.1 Billing Name and Address Service cont'd.)****4.1.2 Obligations of the Customer (cont'd)**

- C) 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, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

**4.1.3 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 5.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**4. BILLING AND COLLECTION SERVICES****4.1 Billing Name and Address Service (cont'd)****4.1.3 Rate Regulations (cont'd)****A) Service Establishment Charge**

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

**B)** The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

**C) Media Charge**

There are two types of medium: Paper and Electronic Data Transmission. The applicable Media Charge will depend upon the media type selected by the customer.

**1) Paper**

A Paper charge is a usage rate which applies to each report page distributed to the customer.

**2) Electronic Data Transmission**

An Electronic Data Transmission charge is a usage rate which applies per electronic data transmission record transmitted to the customer.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**5. RATES AND CHARGES****5.1 Rates**

TelCove Operations, LLC provide equal access to all carriers on a nondiscriminatory basis.

**A. Toll Free Data Base Access Service – Basic Query**

	<u>Per Query</u>
Alabama	\$0.004210
Alaska	\$0.003700
Arkansas	\$0.002531
Arizona	\$0.004053
California	\$0.004777
Colorado	\$0.004053
Connecticut	\$0.003393
District of Columbia	\$0.004356
Delaware	\$0.004356
Florida	\$0.004210
Georgia	\$0.004210
Hawaii	\$0.008160
Idaho	\$0.004053
Illinois	\$0.002304
Indiana	\$0.002304
Iowa	\$0.004053
Kansas	\$0.002531
Kentucky	\$0.004210
Louisiana	\$0.004210
Maine	\$0.003702
Maryland	\$0.004356
Massachusetts	\$0.004356
Michigan	\$0.002304
Minnesota	\$0.004053
Mississippi	\$0.004210
Missouri	\$0.002531
Montana	\$0.004053

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****A. Toll Free Data Base Access Service – Basic Query (cont'd)**

Nebraska	\$0.004053
Nevada	\$0.005177
New Hampshire	\$0.003702
New Jersey	\$0.004356
New Mexico	\$0.004053
New York	\$0.004356
North Carolina	\$0.004210
North Dakota	\$0.004053
Ohio	\$0.002391
Oklahoma	\$0.002531
Oregon	\$0.004053
Pennsylvania	\$0.004356
Rhode Island	\$0.004356
South Carolina	\$0.004210
South Dakota	\$0.004053
Tennessee	\$0.004210
Texas	\$0.002531
Utah	\$0.004053
Vermont	\$0.003702
Virginia	\$0.004356
Washington	\$0.004053
West Virginia	\$0.004356
Wisconsin	\$0.002304
Wyoming	\$0.004053

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Issued: December 11, 2018

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Issued By: Regulatory and Public Policy  
1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****B. Toll Free Inter-Exchange Delivery Service****Interstate**

State	Miles	Tandem Switching	Tandem Termination	Tandem Transport
AZ	0 to8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
AL		\$0.001145	\$0.000168	\$0.000020
AR		\$0.000288	\$0.000053	\$0.000003
CA		\$0.000440	\$0.000075	\$0.000015
CO	0 to8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
CT		\$0.000634	\$0.000063	\$0.000003
DC		\$0.001574	\$0.000000	\$0.000002
DE		\$0.001574	\$0.000000	\$0.000002
FL		\$0.001145	\$0.000168	\$0.000020
GA		\$0.001145	\$0.000168	\$0.000020
IA	0 to8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
ID	0 to8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
IL		\$0.001084	\$0.000103	\$0.000013
IN		\$0.001084	\$0.000103	\$0.000013
KS		\$0.000288	\$0.000053	\$0.000003
KY		\$0.001145	\$0.000168	\$0.000020

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Issued By: Regulatory and Public Policy  
1025 Eldorado Boulevard  
Broomfield, CO 80021



---

**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****B. Toll Free Inter-Exchange Delivery Service (cont'd)**

Interstate				
State	Miles	Tandem Switching	Tandem Termination	Tandem Transport
LA		\$0.001145	\$0.000168	\$0.000020
MA		\$0.001574	\$0.000000	\$0.000002
MD		\$0.001574	\$0.000000	\$0.000002
ME		\$0.001600	\$0.000000	\$0.000003
MI		\$0.001084	\$0.000103	\$0.000013
MN	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
MO		\$0.000288	\$0.000053	\$0.000003
MS		\$0.001145	\$0.000168	\$0.000020
MT	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
NC		\$0.001145	\$0.000168	\$0.000020
ND	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
NE	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
NH		\$0.001600	\$0.000000	\$0.000003
NJ		\$0.001574	\$0.000000	\$0.000002
NM	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030

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Issued: December 11, 2018

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Issued By: Regulatory and Public Policy  
1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****B. Toll Free Inter-Exchange Delivery Service (cont'd)****Interstate**

State	Miles	Tandem Switching	Tandem Termination	Tandem Transport
NV		\$0.001062	\$0.000120	\$0.000008
NY		\$0.001574	\$0.000000	\$0.000002
OH		\$0.002001	\$0.000600	\$0.000117
OK		\$0.000288	\$0.000053	\$0.000003
OR	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
PA		\$0.001574	\$0.000000	\$0.000002
RI		\$0.001574	\$0.000000	\$0.000002
SC		\$0.001145	\$0.000168	\$0.000020
SD	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
TN		\$0.001145	\$0.000168	\$0.000020
TX		\$0.000288	\$0.000053	\$0.000003
UT	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
VA		\$0.001574	\$0.000000	\$0.000002
VT		\$0.001600	\$0.000000	\$0.000003
WA	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030
WI		\$0.001084	\$0.000103	\$0.000013
WV		\$0.001574	\$0.000000	\$0.000002
WY	0 to 8	\$0.002252	\$0.000240	\$0.000030
	8 to 25		\$0.000240	\$0.000030
	25 to 50		\$0.000240	\$0.000030
	50+		\$0.000240	\$0.000030

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****C. Dedicated End Office Trunk Port Service\***

<u>State</u>	<u>DS0</u> <u>Originating</u>	<u>Terminating</u>	<u>DS1</u> <u>Originating</u>	<u>Terminating</u>
AL	\$9.47	\$0.00	\$146.93	\$0.00
AR	\$18.96	\$0.00		
AK	\$4.65	\$4.65		
AZ	\$3.00 [R]	\$3.00 [R]		
CA	\$11.08	\$0.00		
CO	\$3.00 [R]	\$3.00 [R]		
CT			\$140.00	\$0.00
DC	\$11.25	\$0.00		
DE	\$11.25	\$0.00		
FL	\$9.47	\$0.00	\$146.93	\$0.00
GA	\$9.47	\$0.00	\$146.93	\$0.00
HI	\$5.24 [R]	\$5.24 [R]		
IA	\$3.00 [R]	\$3.00 [R]		
ID	\$3.00 [R]	\$3.00 [R]		
IL	\$4.92	\$0.00	\$118.09	\$0.00
IN	\$4.92	\$0.00	\$118.09	\$0.00
KY	\$9.47	\$0.00	\$146.93	\$0.00
KS	\$18.96	\$0.00		
LA	\$9.47	\$0.00	\$146.93	\$0.00
MA	\$11.25	\$0.00		
MD	\$11.25	\$0.00		
ME	\$6.83 [R]	\$6.83 [R]		
MI	\$4.92	\$0.00	\$118.09	\$0.00
MN	\$3.00 [R]	\$3.00 [R]		
MO	\$18.96	\$0.00		
MS	\$9.47	\$0.00	\$146.93	\$0.00
MT	\$3.00 [R]	\$3.00 [R]		
NC	\$9.47	\$0.00	\$146.93	\$0.00
ND	\$3.00 [R]	\$3.00 [R]		

\* The Dedicated Switch Port is billed as originating and terminating based on a Percent Originating Use (POU) factor of 50%.

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****C. Dedicated End Office Trunk Port Service\* (cont'd)**

<u>State</u>	<u>DS0</u>		<u>DS1</u>	
	<u>Originating</u>	<u>Terminating</u>	<u>Originating</u>	<u>Terminating</u>
NE	\$3.00 [R]	\$3.00 [R]		
NH	\$6.83 [R]	\$6.83 [R]		
NJ	\$11.25	\$0.00		
NM	\$3.00 [R]	\$3.00 [R]		
NV	\$13.76	\$0.00		
NY	\$11.25	\$0.00		
OH – CBT	\$3.25	\$1.38 [R]		
OH – AIT	\$4.92	\$0.00	\$118.09	\$0.00
OK	\$18.96	\$0.00		
OR	\$3.00 [R]	\$3.00 [R]		
PA	\$11.25	\$0.00		
RI	\$11.25	\$0.00		
SC	\$9.47	\$0.00	\$146.93	\$0.00
SD	\$3.00 [R]	\$3.00 [R]		
TN	\$9.47	\$0.00	\$146.93	\$0.00
TX	\$18.96	\$0.00		
UT	\$3.00 [R]	\$3.00 [R]		
VA	\$11.25	\$0.00		
VT	\$6.83 [R]	\$6.83 [R]		
WA	\$3.00 [R]	\$3.00 [R]		
WI	\$4.92	\$0.00	\$118.09	\$0.00
WV	\$12.50	\$0.00		
WY	\$3.00 [R]	\$3.00 [R]		

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1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****D. Local End Office Switching Rates**

	<u>RATES PER ACCESS MINUTE</u>	
	<u>Originating</u>	<u>Terminating</u>
Alabama	\$0.002126 (R)	\$0.000000
Alaska	\$0.0174	\$0.000000
Arizona	\$0.001974	\$0.000000
Arkansas	\$0.002563	\$0.000000
California	\$0.002620	\$0.000000
Colorado	\$0.001974	\$0.000000
Connecticut	\$0.003133	\$0.000000
Delaware	\$0.002406	\$0.000000
District of Columbia	\$0.002406	\$0.000000
Florida	\$0.002126 (R)	\$0.000000
Georgia	\$0.002126 (R)	\$0.000000
Hawaii	\$0.00882	\$0.000000
Idaho	\$0.001974	\$0.000000
Illinois	\$0.003116	\$0.000000
Indiana	\$0.003116	\$0.000000
Iowa	\$0.001974	\$0.000000
Kansas	\$0.002563	\$0.000000
Kentucky	\$0.002126 (R)	\$0.000000
Louisiana	\$0.002126 (R)	\$0.000000
Maine	\$0.002264	\$0.000000

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Issued By: Regulatory and Public Policy  
1025 Eldorado Boulevard  
Broomfield, CO 80021

---

**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****D. Local End Office Switching Rates (Cont'd)**

	<u>RATES PER ACCESS MINUTE</u>	
	<u>Originating</u>	<u>Terminating</u>
Maryland	\$0.002406	\$0.000000
Massachusetts	\$0.002406	\$0.000000
Michigan	\$0.003116	\$0.000000
Minnesota	\$0.001974	\$0.000000
Mississippi	\$0.002126	\$0.000000
Missouri	\$0.002563	\$0.000000
Montana	\$0.001974	\$0.000000
Nebraska	\$0.001974	\$0.000000
Nevada	\$0.001342	\$0.000000
New Hampshire	\$0.002264	\$0.000000
New Jersey	\$0.002406	\$0.000000
New Mexico	\$0.001974	\$0.000000
New York	\$0.002406	\$0.000000
North Carolina	\$0.002126	\$0.000000
North Dakota	\$0.001974	\$0.000000
Ohio – CBT	\$0.0038625	\$0.000000
Ohio – Ameritech	\$0.003116	\$0.000000
Oklahoma	\$0.002563	\$0.000000
Oregon	\$0.001974	\$0.000000
Pennsylvania	\$0.002406	\$0.000000
Rhode Island	\$0.002406	\$0.000000
South Carolina	\$0.002126	\$0.000000
South Dakota	\$0.001974	\$0.000000
Tennessee	\$0.002126	\$0.000000
Texas	\$0.002563	\$0.000000
Utah	\$0.001974	\$0.000000
Vermont	\$0.002264	\$0.000000
Virginia	\$0.002406	\$0.000000
Washington	\$0.001974	\$0.000000
West Virginia	\$0.002406	\$0.000000
Wisconsin	\$0.003116	\$0.000000
Wyoming	\$0.001974	\$0.000000

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**ACCESS SERVICE**

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****E. Local End Office Switching Rates – Port Charge**

	<u>RATES PER ACCESS MINUTE</u>	
	<u>Originating</u>	<u>Terminating</u>
Alabama	\$0.0008	\$0.0000
Alaska	\$0.0000	\$0.0000
Arizona	\$0.000747	\$0.0000
Arkansas	\$0.0009	\$0.0000
California	\$0.004696	\$0.0000
Colorado	\$0.000747	\$0.0000
Connecticut	\$0.0014	\$0.0000
Delaware	\$0.001688	
District of Columbia	\$0.001688	
Florida	\$0.0008	\$0.0000
Georgia	\$0.0008	\$0.0000
Hawaii	\$0.0000	\$0.0000
Idaho	\$0.000747	\$0.0000
Illinois	\$0.000371	\$0.0000
Indiana	\$0.000371	\$0.0000
Iowa	\$0.000747	\$0.0000
Kansas	\$0.0009	\$0.0000
Kentucky	\$0.0008	\$0.0000
Louisiana	\$0.0008	\$0.0000
Maine	\$0.001595	\$0.0000
Maryland	\$0.001688	
Massachusetts	\$0.001688	
Michigan	\$0.000371	\$0.0000
Minnesota	\$0.000747	\$0.0000
Mississippi	\$0.0008	\$0.0000
Missouri	\$0.0009	\$0.0000
Montana	\$0.000747	\$0.0000
Nebraska	\$0.000747	\$0.0000
Nevada	\$0.001663	\$0.0000
New Hampshire	\$0.001595	\$0.0000
New Jersey	\$0.001688	
New Mexico	\$0.000747	\$0.0000

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1025 Eldorado Boulevard  
Broomfield, CO 80021

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**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****E. Local End Office Switching Rates – Port Charge (Cont'd)**

	<u>RATES PER ACCESS MINUTE</u>	
	<u>Originating</u>	<u>Terminating</u>
New York	\$0.001688	
North Carolina	\$0.0008	\$0.0000
North Dakota	\$0.000747	\$0.0000
Ohio – CBT	\$0.000968	\$0.0000
Ohio – AIT	\$0.000371	\$0.0000
Oklahoma	\$0.0009	\$0.0000
Oregon	\$0.000747	\$0.0000
Pennsylvania	\$0.001688	
Rhode Island	\$0.001688	
South Carolina	\$0.0008	\$0.0000
South Dakota	\$0.000747	\$0.0000
Tennessee	\$0.0008	\$0.0000
Texas	\$0.0009	\$0.0000
Utah	\$0.000747	\$0.0000
Vermont	\$0.001595	\$0.0000
Virginia	\$0.001688	
Washington	\$0.000747	\$0.0000
West Virginia	\$0.001688	\$0.0000
Wisconsin	\$0.000371	\$0.0000
Wyoming	\$0.000747	\$0.0000

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1025 Eldorado Boulevard  
Broomfield, CO 80021



---

**ACCESS SERVICE**

---

**5. RATES AND CHARGES****5.1 Rates (cont'd)****F. Switched Transport Usage Rates – Switched Transport****Rates per Access Minute**

	<u>Originating</u>	<u>Terminating to Third Party</u>	<u>Terminating to Company End Office</u>
Alabama	\$0.000168	\$0.000168	\$0.000000
Alaska	\$0.0000	\$0.0000	\$0.000000
Arizona	\$0.00024	\$0.00024	\$0.000000
Arkansas	\$0.000053	\$0.000053	\$0.000000
California	\$0.000075	\$0.000075	\$0.000000
Colorado	\$0.00024	\$0.00024	\$0.000000
Connecticut	\$0.000063	\$0.000063	\$0.000000
Delaware	\$0.0000	\$0.0000	\$0.000000
District of Columbia	\$0.0000	\$0.0000	\$0.000000
Florida	\$0.000168	\$0.000168	\$0.000000
Georgia	\$0.000168	\$0.000168	\$0.000000
Hawaii	\$0.0000	\$0.0000	\$0.000000
Idaho	\$0.00024	\$0.00024	\$0.000000
Illinois	\$0.000103	\$0.000103	\$0.000000
Indiana	\$0.000103	\$0.000103	\$0.000000
Iowa	\$0.00024	\$0.00024	\$0.000000
Kansas	\$0.000053	\$0.000053	\$0.000000
Kentucky	\$0.000168	\$0.000168	\$0.000000
Louisiana	\$0.000168	\$0.000168	\$0.000000
Maine	\$0.0000	\$0.0000	\$0.000000
Maryland	\$0.0000	\$0.0000	\$0.000000
Massachusetts	\$0.0000	\$0.0000	\$0.000000
Michigan	\$0.000103	\$0.000103	\$0.000000
Minnesota	\$0.00024	\$0.00024	\$0.000000
Mississippi	\$0.000168	\$0.000168	\$0.000000
Missouri	\$0.000053	\$0.000053	\$0.000000
Montana	\$0.00024	\$0.00024	\$0.000000

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****F. Switched Transport Usage Rates – Switched Transport (cont'd)****Rates Per Access Minute**

	<u>Originating</u>	<u>Terminating to Third Party</u>	<u>Terminating to Company End Office</u>
Nebraska	\$0.00024	\$0.00024	\$0.000000
Nevada	\$0.000120	\$0.000120	\$0.000000
New Hampshire	\$0.0000	\$0.0000	\$0.000000
New Jersey	\$0.0000	\$0.0000	\$0.000000
New Mexico	\$0.00024	\$0.00024	\$0.000000
New York	\$0.0000	\$0.0000	\$0.000000
North Carolina	\$0.000168	\$0.000168	\$0.000000
North Dakota	\$0.00024	\$0.00024	\$0.000000
Ohio	\$0.000600	\$0.000600	\$0.000000
Oklahoma	\$0.000053	\$0.000053	\$0.000000
Oregon	\$0.00024	\$0.00024	\$0.000000
Pennsylvania	\$0.0000	\$0.0000	\$0.000000
Rhode Island	\$0.0000	\$0.0000	\$0.000000
South Carolina	\$0.000168	\$0.000168	\$0.000000
South Dakota	\$0.00024	\$0.00024	\$0.000000
Tennessee	\$0.000168	\$0.000168	\$0.000000
Texas	\$0.000053	\$0.000053	\$0.000000
Utah	\$0.00024	\$0.00024	\$0.000000
Vermont	\$0.0000	\$0.0000	\$0.000000
Virginia	\$0.0000	\$0.0000	\$0.000000
Washington	\$0.00024	\$0.00024	\$0.000000
West Virginia	\$0.0000	\$0.0000	\$0.000000
Wisconsin	\$0.000103	\$0.000103	\$0.000000
Wyoming	\$0.00024	\$0.00024	\$0.000000

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****F. Switched Transport Usage Rates – Switched Transport (cont'd)****Rates Per Access Minute Per Mile**

	<u>Originating</u>	<u>Terminating to Third Party</u>	<u>Terminating to Company End Office</u>
Alabama	\$0.000020	\$0.000020	\$0.000000
Alaska	\$0.0000	\$0.0000	\$0.000000
Arizona	\$0.000030	\$0.000030	\$0.000000
Arkansas	\$0.000003	\$0.000003	\$0.000000
California	\$0.000015	\$0.000015	\$0.000000
Colorado	\$0.000030	\$0.000030	\$0.000000
Connecticut	\$0.000003	\$0.000003	\$0.000000
Delaware	\$0.000002	\$0.000002	\$0.000000
District of Columbia	\$0.000002	\$0.000002	\$0.000000
Florida	\$0.000020	\$0.000020	\$0.000000
Georgia	\$0.000020	\$0.000020	\$0.000000
Hawaii	\$0.0000	\$0.0000	\$0.000000
Idaho	\$0.000030	\$0.000030	\$0.000000
Illinois	\$0.000013	\$0.000013	\$0.000000
Indiana	\$0.000013	\$0.000013	\$0.000000
Iowa	\$0.000030	\$0.000030	\$0.000000
Kansas	\$0.000003	\$0.000003	\$0.000000
Kentucky	\$0.000020	\$0.000020	\$0.000000
Louisiana	\$0.000020	\$0.000020	\$0.000000
Maine	\$0.000003	\$0.000003	\$0.000000
Maryland	\$0.000002	\$0.000002	\$0.000000
Massachusetts	\$0.000002	\$0.000002	\$0.000000
Michigan	\$0.000013	\$0.000013	\$0.000000
Minnesota	\$0.000030	\$0.000030	\$0.000000
Mississippi	\$0.000020	\$0.000020	\$0.000000
Missouri	\$0.000003	\$0.000003	\$0.000000
Montana	\$0.000030	\$0.000030	\$0.000000

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**5. RATES AND CHARGES****5.1 Rates (cont'd)****F. Switched Transport Usage Rates – Switched Transport (cont'd)****Rates Per Access Minute Per Mile**

	<u>Originating</u>	<u>Terminating to Third Party</u>	<u>Terminating to Company End Office</u>
Nebraska	\$0.000030	\$0.000030	\$0.000000
Nevada	\$0.000008	\$0.000008	\$0.000000
New Hampshire	\$0.000003	\$0.000003	\$0.000000
New Jersey	\$0.000002	\$0.000002	\$0.000000
New Mexico	\$0.000030	\$0.000030	\$0.000000
New York	\$0.000002	\$0.000002	\$0.000000
North Carolina	\$0.000020	\$0.000020	\$0.000000
North Dakota	\$0.000030	\$0.000030	\$0.000000
Ohio	\$0.000117	\$0.000117	\$0.000000
Oklahoma	\$0.000003	\$0.000003	\$0.000000
Oregon	\$0.000030	\$0.000030	\$0.000000
Pennsylvania	\$0.000002	\$0.000002	\$0.000000
Rhode Island	\$0.000002	\$0.000002	\$0.000000
South Carolina	\$0.000020	\$0.000020	\$0.000000
South Dakota	\$0.000030	\$0.000030	\$0.000000
Tennessee	\$0.000020	\$0.000020	\$0.000000
Texas	\$0.000003	\$0.000003	\$0.000000
Utah	\$0.000030	\$0.000030	\$0.000000
Vermont	\$0.000003	\$0.000003	\$0.000000
Virginia	\$0.000002	\$0.000002	\$0.000000
Washington	\$0.000030	\$0.000030	\$0.000000
West Virginia	\$0.000002	\$0.000002	\$0.000000
Wisconsin	\$0.000013	\$0.000013	\$0.000000
Wyoming	\$0.000030	\$0.000030	\$0.000000

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