

SIGECOM, LLC dba WOW! INTERNET CABLE PHONE  
REGULATIONS, DESCRIPTIONS AND RATES  
APPLICABLE TO FURNISHING INTERSTATE EXCHANGE ACCESS SERVICES  
FOR CONNECTION TO INTERSTATE COMMUNICATIONS  
FACILITIES WITHIN THE OPERATING TERRITORY OF

**SIGECOM, LLC DBA WOW! INTERNET CABLE PHONE**

6045 Wedeking Avenue  
Evansville, IN 47715

**This Tariff F.C.C. No. 4 Replaces Tariff F.C.C. No. 3 In Its Entirety**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of domestic interstate switched exchange access telecommunications services provided by Sigecom, LLC dba WOW! Internet Cable Phone ("Company"). This Tariff is on file with the Federal Communications Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 6045 Wedeking Ave., Evansville, IN 47715 and mailing address at P.O. Box 5789, Evansville, IN 47716.

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6054 Wedeking Ave.  
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CHECK SHEET

Sheets 1 through 189 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet. An asterisk appearing next to a revision number indicates an amended sheet included with a new filing.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	26	Original
2	Second*	27	Original
3	First*	28	Original
4	Second*	29	Original
5	First	30	Original
6	First	31	Original
7	First*	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	First	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	First	44	Original
20	Original	45	Original
21	First	46	Original
22	First	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

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CHECK SHEET (Continued)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
51	Original	76	Original
52	Original	77	Original
53	Original	78	Original
54	Original	79	Original
55	Original	80	Original
56	Original	81	Original
57	Original	82	Original
58	Original	83	Original
59	Original	84	Original
60	Original	85	Original
61	Original	86	Original
62	Original	87	Original
63	First*	89	Original
64	Original	90	Original
65	Original	91	First*
66	Original	92	Original
67	Original	93	Original
68	Original	94	Original
69	Original	95	Original
70	Original	96	Original
71	Original	97	Original
72	Original	98	Original
73	Original	99	Original
74	Original	100	First*
75	Original		

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<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
101	Original	126	Original
102	First*	127	Original
103	Original	128	Original
104	Original	129	Original
105	First*	130	Original
106	Original	131	Original
107	Original	132	Original
108	Original	133	Original
109	Original	134	Original
110	Original	135	Original
111	Original	136	Original
112	Original	137	Original
113	Original	138	Original
114	First*	139	Original
115	Original	140	Original
116	Original	141	Original
117	Original	142	Original
118	Original	143	Original
119	Original	144	Original
120	Original	145	Original
121	Original	146	Original
122	Original	147	First
123	Original	147.1	Original
124	Original	148	First
125	Original	149	Original
		150	Original

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151	Original	176	Original
152	Original	177	Original
153	Original	178	Original
154	Original	179	Original
155	First*	180	Original
156	Original	181	Original
157	Original	182	Original
158	Original	183	Original
159	Original	184	Original
160	Original	185	Original
161	Original	186	Original
162	Original	187	Original
163	Original	188	Original
164	Original	189	Original
165	Original		
165.1	Original*		
165.2	Original*		
165.3	Original*		
165.4	Original*		
166	Original		
167	Original		
168	Original		
169	Original		
170	Original		
171	Original		
172	Original		
173	Original		
174	Original		
175	Original		

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example a new sheet added between sheets 11 and 12 would be sheet 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 13 cancels 3<sup>rd</sup> Revised sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets: When a tariff filing is made with the Commission an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on this sheet if there are the only changes made to it (i.e., the format, etc.. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

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

- C - To signify a changed regulation.
- D - To signify a discontinued rate or regulation.
- I - To signify an increased rate or charge.
- M - To signify material relocated from one page to another without change.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- S - To signify reissued material.
- T - To signify a change in text, but not change in rate or regulation.

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APPLICATION OF TARIFF

This Tariff applies to interstate switched exchange access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Sigecom, LLC dba WOW! Internet Cable Phone for the states listed in this Tariff.

Company provides exchange access Services contained in this Tariff under a Multiple Bill-Multiple Tariff method, as set forth in the Alliance for Telecommunications Industry Solutions Inc. Ordering and Billing Forum Multiple Exchange Access Billing document, **ATIS/OBF-MECAB-08, Issue 9, dated January 2007**. This method allows one provider to bill for other providers within the Multiple Bill option when there are more than two companies providing the Service. The number of bills rendered is less than the total number of companies providing the Service. Each provider's Tariff or contract rates are applied and displayed separately for each company's portion of the service provided.

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The service offered under this tariff are available only to the extent that services and facilities are available. Services provided hereunder are used by Sigecom, LLC dba WOW! Internet Cable Phone for the purpose of originating or terminating interstate & international traffic. Other services which may be offered by Sigecom, LLC dba WOW! Internet Cable Phone from time to time in the future will only be offered pursuant to other tariffs, or in the case of unregulated services, under contract.

CONCURRING CARRIERS

Knology of Kansas, Inc. dba WOW! Internet Cable Phone

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Section 1 – TECHNICAL TERMS AND ABBREVIATIONS

## ACCESS CODE

A uniform five or seven digit code assigned by the Company to an individual customer. The five-digit code has the form 10XXX, and the seven-digit code has the form 10XXXX and 950-XXXX.

## ACCESS MINUTES

That usage of exchange facilities in interstate or Foreign Service, which is used to calculate chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

## ACCESS TANDEM

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

## ACCESS TRANSPORT

An SS7 parameter, which is used to transport ISDN user information transparently (i.e., the Company switch does not use the Access Transport Parameter data) across the network.

## ALTERNATE ACCESS TANDEM

An access tandem owned by a party other than the Company.

## AUTOMATIC NUMBER IDENTIFICATION

A multi-frequency signaling common switching optional feature # that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station. Additional information indicator digits are available with the chargeable optional feature flex ANI.

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Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)**BASIC INITIAL ADDRESS MESSAGE DELIVERY**

A common switching optional feature where an SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk that carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

**BASIC SERVICE ARRANGEMENT (BSA)**

A BSA encompasses both the hierarchical nature of network capabilities and the technical requirements for the delivery of unbundled network features and functions to enhanced service providers. It constitutes the minimum necessary arrangement for the delivery of these unbundled features and functions.

**Basic Service Arrangement (BSA):** The BSA is comprised of three elements. The access link transports and features and functions. The access link consists of facilities used to connect a customer's designated premises to the serving wire center of that premises. This element contains the attributes inherent in the connection of a customer's designated premises to the point of network interconnection. It will have alternative characteristics which can be selected by the customer, but one of which is necessary for communications transfer (e.g., 2-wire or 4-wire facilities). The customer serving wire center or a distant central office. It includes the routing and processing capabilities associated with the provision of end-to-end communications.

The transport element is the connection between central offices, such as serving wire center to another central office, where access to features and functions or end users id required. When the customer and end user are served from the same serving office, the transport element consists of an intra-office connection.

**BASIC SERVICE ELEMENT (BSE)**

A BSE is an optional and unbundled network feature associated with a BSA. These features are specifically determined and developed based on the needs of enhanced service providers for use in provision of enhanced services, as defined in Amendment of Part 69 of the Commission's Rules, although they may be used by an interstate customer.

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Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)**BILLED NUMBER GROUP**

The NPA-NXX and/or RAO-0/1XX administered by the data owner.

**BILLED NUMBER SCREENING (BNS)**

Data stored in the Company's information Data Base stating whether the billed line automatically rejects, accepts, or requires verification of calls billed as collect or third number. Billed number screening also identifies local exchange Company public and non-working telephone numbers and indicates whether a central office code is active or vacant.

**CALLING PARTY NUMBER**

An SS7 parameter identifying the directory number of the calling station.

**CARRIER IDENTIFICATION CODE**

A numeric code currently used to identify customers who purchase trunk switched Access Services. These codes are primarily used for routing from the Company's network to the access purchaser and for billing between the Company and the access purchaser.

**CARRIER SELECTION INDICATOR**

An SS7 parameter which identifies whether the originating line was pre-subscribed or not, and if the line was pre-subscribed, whether the end user dialed 10XXX or 101XXXX, did not dial 10XXX or 101XXXX, or if no indication of dialing is available.

**CCS**

A hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

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Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (*Continued*)

## CENTRAL OFFICE

A local Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

## CENTRAL OFFICE PREFIX

The first three digits (NXX) of the seven digit telephone number assigned to a customer's or customer's end user's Telephone Exchange Service.

## COMMISSION

The Commission shall mean and refer to the Federal Communications Commission.

## COMMON CHANNEL SIGNALING NETWORK

A digital data network carrying signaling, routing, and control information, which interfaces with the voice/data network.

## COMMON LINE

A line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

The listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

## END OFFICE SWITCH

A local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

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Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (*Continued*)**END USER**

Any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.

**ENTRANCE FACILITY**

A Switched Transport facility that provides dedicated transport from the customer’s point of termination to the Company serving wire center.

**ENTRY SWITCH**

See first point of switching.

**EXCHANGE**

A unit generally smaller than a local access and transport area, established by the Company for the administration of communications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given local access and transport area.

**EXCHANGE TERMINATION**

A PSN network component linking the access line and port termination.

**FIELD IDENTIFIER**

Two or four characters that are used on service orders to convey specific instructions. Field identifiers may or may not have associated data. Selected Field identifiers are used in Company billing systems to generate non-recurring charges.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (*Continued*)

FLEXIBLE AUTOMATIC NUMBER IDENTIFICATION (Flexible ANI)

A common switching optional feature that provides additional values for the information indicator digits available with the ANI feature on originating calls. These additional digits are used for routing and billing purposes.

INTEREXCHANGE CARRIER (IC) OR INTEREXCHANGE COMMON CARRIER

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.

INTERSTATE COMMUNICATIONS

Both interstate and foreign communications.

LINE INFORMATION DATA BASE (LIDB)

A database used to validate local exchange company calling card numbers or obtain billed number screening data.

LOCAL CALLING AREA

A geographical area, as defined in the Company's local and/or general exchange service tariff, in which an end user (Telephone Exchange Service Subscriber) may complete a call without incurring MTS charges.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (*Continued*)**LOCAL ACCESS AND TRANSPORT AREA (LATA)**

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL ROUTING NUMBER (LRN)**

A 10-digit number used to uniquely identify a switch that has ported numbers.

**LOCAL TANDEM SWITCH**

A local Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

**MESESAGE**

A “Call” as defined preceding.

**NETWORK INTERFACE**

The point of interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber’s premises. The network interface or demarcation point shall be located on the subscriber’s side of the Company’s protector, or the equivalent thereof in cases where a protector is not employed, as provided under the local Company’s reasonable and non discriminatory standard operating practices.

**NETWORK CONTROL SIGNALING**

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

ORIGINATING DIRECTION

The use of access service for the origination of calls from an End User premises to a customer premises.

ORIGINATING POINT CODE

A field within a signaling message that identifies the originating network signaling node.

PERCENTAGE FOR INTERSTATE USE (PIU)

An Interstate jurisdictional use of an access service as reported by the customer. This percentage is stated as a whole number percentage (either 0 or 100 percent for special access, and a number of 0 through 100 percent for switched access) which is the customer’s best estimate of the percentage of the total use of the service that will be interstate in nature.

POINT OF TERMINATION

The point of demarcation within a customer-designated premises at which the Company’s responsibility for the provision of access service ends.

PORT TERMINATION

An interface on the PAD or packet switch that provides an entry point into the PSN.

PSTN

PSTN refers to the Public Switched Telephone Network

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RECIPIENT SWITCH

Denotes any end office switch that serves Directory Numbers (DN) within a number portable NXX that is not originally assigned to the switch. Customers assigned a DN within the indicated NXX that were working out of a switch other than the one originally designated are said to have ported their number to this recipient switch.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (*Continued*)**SERVICE CODE**

An SS7 parameter that allows individual calls to be identified and routed based on specific service characteristics.

**SERVICE CONTROL POINT**

A centralized database which contains Common Channel Signaling System 7 service data. The SCP is divided into a database node and its associated databases. The SCP contains the Line information Database.

**SERVICE INTERFACE**

Is that point of termination where all tariffed technical/physical parameters are defined. The Service Interface is located at the Network Interface or may be extended at the customer's request.

**SERVICE SWITCHING POINT**

An end office or tandem switch equipped with the signaling link hardware and software that can perform the Signal Point functions. In addition, SSP's can identify the need for application software in processing a Common Channel Signaling System 7 call and request and respond to call processing instructions issued by a Service Control Point.

**SERVING WIRE CENTER**

The central office in the wire center building which would normally serve the customer location with basic service.

**SIGNAL POINT**

An end office tandem switch equipped with signaling link hardware and software that can perform trunk-signaling (call set up).

**SIGNAL TRANSFER POINT**

A specialized packet switch that routes and translates signaling messages in the Common Channel Signaling network.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

**SIGNALING SYSTEM SEVEN (SS7)**

The layered protocol used for standardized Common Channel Signaling in the United States.

**SUBTENDING END OFFICE OF AN ACCESS TANDEM**

An end office that has final trunk group routing through the tandem.

**SYNCHRONOUS TRANSPORT SIGNAL (STS-1)**

A 51.84 Mbps signal within a SONET optical carrier signal. The STS-1 signal consists of overhead and synchronous payload envelope (SPE). The overhead part of the signal is used for controlling, framing, and maintaining the signal. The SPE is used to transport the customer's data.

**TANDEM SWITCHED TRANSPORT**

Switched Transport provided between the customer's serving wire center and end offices that subtend the tandem or between an access tandem and end offices that subtend the tandem. Tandem-Switched Transport is switched at a tandem switch. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by many customers from the tandem to the end office.

**TANDEM SWITCHED TRANSPORT FACILITY**

A Switched Access transport facility used for Tandem-Switched Transport.

**TDM**

TDM refers to time division multiplexing

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**TERMINATING DIRECTION**

The use of Access Service for the completion of calls from a customer premises to an End User premises.

**TERMINUS HUB**

Denotes a wire center where multiplexing option is available for Direct High Capacity Services (e.g., DS1), such that individual channels (e.g., VG) are terminated at customer designated premises served by that wire center.

**TRANSIT NETWORK SELECTION**

An SS7 parameter whose purpose is to indicate to an intermediate node or a network what carrier and circuit group is to be selected.

Section 1 – TECHNICAL TERMS AND ABBREVIATIONS (Continued)

TRANSMISSION NODE

Denotes a location in a Company central office served by a customer’s fiber optic cable or microwave facilities as specified in Section 15, following.

TRANSMISSION PATH

An electrical path capable of transmitting signals within the range of the service offering, e.g., a Direct Analog Service transmission path is capable of transmitting voice frequencies within the approximate range 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

TRUNK

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

TRUNK GROUP

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

V & H COORDINATES METHOD

A method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

VoIP-PSTN TRAFFIC

The term VoIP-PSTN Traffic denotes a Customer’s non-interstate and non-local voice traffic exchanged with the Company in Time Division Multiplexing format on the PSTN which originates and/or terminates in Internet Protocol format. VoIP-PSTN traffic originates and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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WIRE CENTER

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

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Section 2 – RULES AND REGULATIONS2.1 Undertaking of the Company

- 2.1.1 The Company is a facilities-based telecommunications services provider and undertakes to furnish exchange access and related telecommunications services pursuant to the terms of this tariff for the direct transmission and reception of voice, data and other types of telecommunications services.
- 2.1.2 The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 Service is provided on the basis of a minimum period of at least one (1) month, unless provided for otherwise pursuant to this Tariff. For the purpose of computing any charge in this Tariff, a month is considered to have thirty (30) days.
- 2.1.4 Rates
- A. The Company reserves the right to change rates and charges at any time subject to regulatory requirements of the Commission by filing a revised rate with the Commission and complying with other applicable laws.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- 2.1.5 Requests for Service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. The Company may also, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.1 Undertaking of the Company (*Continued*)

- 2.1.6 The Company may suspend or terminate services for the nonpayment of charges or for other violations of this tariff. The Company also reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- 2.1.7 Customers may be required to enter into written Service Order 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 reasonable requested by the Company.
- 2.1.8 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term, of the service order shall survive such termination.
- 2.1.9 The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by such date and will not be liable for any delays in commencing service to any customer.
- 2.1.10 If the Customer makes or requests material changes in circuit engineering, equipment specification, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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Section 2 – RULES AND REGULATIONS *(Continued)*2.1 Undertaking of the Company *(Continued)*

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

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Section 2 – RULES AND REGULATIONS (Continued)2.2 Limitations

- 2.2.1 Service is offered subject to the provisions of this Tariff. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's facilities in order to originate or terminate its own services, or to communicate with its own customers.
- 2.2.2 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.2.3 A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily as set forth in Section 2.1.1, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with the Company's facilities, but the Company does not guarantee that its services will be suitable for purposes other than as stated in the previous sentence, except as specifically stated in this Tariff. A Customer's ability to connect equipment or facilities to the Company's facilities is subject to any restrictions set forth in the approved Tariff of the underlying service provider.
- 2.2.4 Equipment and Facilities
- A. 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.
- B. 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.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.2 Limitations (*Continued*)2.2.4 Equipment and Facilities (*Continued*)

- C. 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.
- D. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- E. Inspections
  - 1 Upon suitable notification to the Customer, and at a reasonable time, the Company may take such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.2.4.E.2 for the installation, operation, and maintenance of Customer-provided facilities in the connection of Customer-provided facilities and equipment to Company-owned facilities.
  - 2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, and personnel from harm.

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Section 2 – RULES AND REGULATIONS (Continued)

2.2 Limitations (Continued)

2.2.5 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.

2.2.6 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.3 Use of Services

- 2.3.1 Customers shall not use the Services provided under this Tariff for any unlawful purpose. Services may otherwise be used for any lawful purpose, provided that the such purpose is a purpose for which the Customer is technically suited, the Customer shall have obtained all required government approvals, authorizations, licenses consents and permits; and such purpose is consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.
- 2.3.3 Maintaining of Equipment and Facilities
- A. The Company shall use reasonable efforts to maintain only the facilities that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities provided by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results form the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.3 Use of Service (*Continued*)2.3.3 Maintaining of Equipment and Facilities (*Continued*)

- D. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to his responsibility, the Company shall not be responsible for:
1. The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment;
  3. network control signaling when performed by Customer-provided network control signaling equipment.
- E. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous location. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and or night hours, additional charges may apply.

Section 2 – RULES AND REGULATIONS (Continued)2.3 Use of Service (Continued)

## 2.3.4 Additional Responsibilities for Customer-provided terminal equipment

- A. Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such termination equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- B. The Customer is responsible for ensuring that Customer-provided terminal equipment connected to Company facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. Terminal Equipment used on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its equipment to Company facilities. Any special interface equipment necessary to achieve compatibility between the facilities of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall also be provided at the Customer's expense.
- D. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable such connections.
- E. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations.

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Section 2 – RULES AND REGULATIONS (Continued)2.3 Use of Service (Continued)

## 2.3.5 Resale and Assignment

- A. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that the Company provides a portion of its service, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.
- B. 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 assign or transfer its existing service to another entity provided, that the existing Customer has paid all charges owed by it to the Company for regulated communications services and such permitted assigned or transferee accepts and agrees to be bound by all regulations and conditions contained in this Tariff, as well as all other conditions of Service. 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.
- C. The Company may require applications for service who intend to use the Company's offerings for resale and or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders and decisions.

2.3.6 The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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Section 2 – RULES AND REGULATIONS (Continued)

2.3 Use of Service (Continued)

- 2.3.7 The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means, devices or schemes including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card number to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.8 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.9 Service will not be used in a manner which might be reasonably be expect to frighten, abuse, torment, or harass another or in any manner interferes with other person(s) in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.10 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

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Section 2 – RULES AND REGULATIONS (Continued)2.4 Liabilities of the Company

- 2.4.1 The liability of the Company for damages, resulting in whole or in part from or arising out of or in connection with the furnishing of services under this tariff or the failure to furnish the Service, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects, and representations, shall be limited to the extension of allowances for the interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any Commission, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.4 Liability of the Company (*Continued*)

## 2.4.4 Indemnity, Generally

- A. 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 (including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits), 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.
- B. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.4.4 as a condition precedent to such installations.

## 2.4.5 Indemnities in respect of Service

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, or proprietary or creative right, or any other injury to any person, property or entity arising from the Customer's use of Services; out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any act or omission of the Customer;

- 2.4.6. The Company shall not be liable for any defacement of or damage to equipment or premises of a Customer resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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Section 2 – RULES AND REGULATIONS (Continued)2.4 Liability of the Company (Continued)

- 2.4.7 The Company is not liable for any claims for loss or damages involving:
- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - B. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - C. Any non-completion of communications or transmissions due to network busy conditions;
- 2.4.8 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 non-preemptibility as may be provided by the other entities.
- 2.4.9 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.
- 2.4.10 The Company shall not be liable for any indirect, special, incidental, or consequential, exemplary or punitive damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever.
- 2.4.11 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

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Section 2 – RULES AND REGULATIONS (Continued)2.4 Liability of the Company (Continued)

- 2.4.12 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.13 The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to State law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands and must be consistent with the remedies set forth herein this Tariff
- 2.4.14 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls or transmission of data from the Customer's premises and the placement of calls and transmission of data through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.15 The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting equipment or facilities of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.16. 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.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.4 Liability of the Company (*Continued*)

2.4.17 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.

2.5 Minimum Period of Service

2.5.1. The minimum period of service is as set forth in Section 2.1.4, except as may be otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

2.5.2 If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

2.5.3 If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 – RULES AND REGULATIONS (Continued)2.6 Customer Responsibilities

- 2.6.1 The Customer is responsible for placing any necessary orders.
- 2.6.2 The Customer is responsible for the payment of all charges for services (and facilities) furnished to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons or whether such use is without or without the knowledge or consent of the Customer, and other applicable charges pursuant to this tariff. The security of the Customer's authorization codes, pre-subscribed exchange lines, and direct connect facilities are the responsibility of the Customer. All calls placed using direct connect facilities, pre-subscribed exchange lines, or authorization codes will be billed to and must be paid by the Customer.
- 2.6.3 Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect.
- 2.6.4 Maintenance of Equipment

If required for the provision of Company's services, the Customer must provide any equipment space, supporting structure, needed personnel, conduit and electrical power without charge to Company.

- A. The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Company's equipment to be maintained within the range normally provided for the operation of such equipment.
- B. The Customer shall obtain, maintain, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.6 Customer Responsibility (*Continued*)

## 2.6.5 Conditions for Installation

- A. If Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge to the Company on the Customer's behalf. The Customer is responsible for charges incurred for special construction and or special facilities, which the Customer requests and which are ordered by the Company on Customer's behalf.
- B. The Customer shall provide a safe place to work and comply with all laws and regulations regarding the working conditions on the premises at which Company's employees and agents will be installing or maintaining the Company's facilities. The Customer may be required to install and maintain Company facilities within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous materials (e.g., friable asbestos) prior to any construction or installation work.

- 2.6.6 The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of installing, testing, programming, repairing, testing or removing any part of the Company's facilities or equipment associated with the provision of the Company's services.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.6 Customer Responsibility (*Continued*)

- 2.6.7 The Customer shall ensure that the equipment and or system is properly interfaced with Company's facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and or system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customer Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company may, upon written notice, terminate the Customer's service.
- 2.6.8 The Customer must pay Company's for replacement or repair or damage to the equipment or facilities of Company caused by negligence or willful acts or omissions of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others, or the non-compliance by the Customer with this Tariff.
- 2.6.9 The Customer shall no create or allow to be placed any liens or other encumbrances on the Company's facilities or equipment
- 2.6.10 The Customer must use the service offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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Section 2 – RULES AND REGULATIONS (Continued)

2.7 Interruption of Service

2.7.1 Credit for Interruptions

Interruptions in service, which are not due to the {gross or willful} negligence of the Company, or which are not due to the non-compliance with the provisions of this Tariff by, the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

- A. Credit for failure to service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company, such as when any component furnished by the Company under this Tariff may fail, or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- B. 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. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if furnished by the Customer and connected to the Company's facilities.
- C. Credit for an interruption shall commence after the Customer notifies the Company of the interruption, or when the Company becomes aware thereof, and releases such service, facility or circuit for testing and repair, and the credit will cease when Service has been restored. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- D. For the purposes of credit computation, every month shall be considered to have 720 hours.
- E. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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Section 2 – RULES AND REGULATIONS (Continued)2.7 Interruption of Service (Continued)

## 2.7.1 Credit for Interruption (Continued)

- F. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the facilities affected for each hour or major fraction thereof that the interruption continued.

Credit formula:

$$\text{Credit} = [A / 720 ] * B$$

“A” - - outage time in hours

“B” – monthly charge for affected activity

G. Limitations on Credit Allowances

No credit allowance will be made for:

1. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during any period in which the Customer continues to use the service on an impaired basis;

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Section 2 – RULES AND REGULATIONS (*Continued*)

2.7 Interruption of Service (*Continued*)

2.7.1 Credit For Interruption (*Continued*)

G. Limitations (*Continued*)

6. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
7. interruptions of service in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities
8. interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 – RULES AND REGULATIONS (Continued)2.7 Interruption of Service (Continued)

## 2.7.2 “Interruption” Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills, the Customer's, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

2.7.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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Section 2 – RULES AND REGULATIONS *(Continued)*

2.7 Interruption of Service *(Continued)*

2.7.4 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.

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Section 2 – RULES AND REGULATIONS (Continued)

2.8 Cancellation of Services

2.8.1 Without incurring liability, upon five (5) working days' written notice to the Customer, Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any undisputed sum due Company for more than thirty (30) days after the rendering of the invoice for the amount due, and
- B. except as may be set forth herein this Tariff to the contrary, for any continuing violation of any material term or condition of this Tariff which a Customer shall not have cured after the Company has given at least thirty (30) days prior written notice.

2.8.2 General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate under the following conditions:

- A. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, whether by reason of any order or decision of a court, the commission or any other federal regulatory body or governmental authority or interpretation by the Company's lawyers thereof
- B. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service or in the event of a condition which is determined to be hazardous to other Customers of the Company, to the Company's equipment, the public or to employees of the Company. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
- C. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

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Section 2 – RULES AND REGULATIONS (*Continued*)2.8 Cancellation of Services (*Continued*)2.8.2 General (*Continued*)

- D. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- E. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of the Company's services.
- G. 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.
- H. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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Section 2 – RULES AND REGULATIONS (Continued)2.8 Cancellation of Services (Continued)

## 2.8.3 Prohibited, Unlawful or Improper Use of the Facilities or Service

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

- A. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- B. The use of profane or obscene language;
- C. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- D. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- E. Permitting fraudulent use.

## 2.8.4 Abandonment or Unauthorized Use of Facilities

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

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Section 2 – RULES AND REGULATIONS (*Continued*)2.8 Cancellation of Services (*Continued*)

## 2.8.5 Change in the Company's Ability to Secure Access

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

2.8.6 the Customer may terminate service upon thirty (30) days written notice for the Company's Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

## 2.8.7 Emergency Termination of Service

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

2.8.8 The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. Upon the Company's discontinuance of service to the Customer under this regulation, 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.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.8 Cancellation of Services (*Continued*)

## 2.8.9 Cancellation for Application for Service

- A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in 2.x.1 through 2.x.3 [this and the two preceding paragraphs) will be calculated and applied on a case-by-case basis.

2.8.10 The remedies available to the Company set forth herein this Section shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.

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Section 2 – RULES AND REGULATIONS (Continued)

2.9 Restoration of Service

- 2.9.1 The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulation of the Federal Communications Commission.
- 2.9.2 The use and restoration of service n emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission’s Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

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Section 2 – RULES AND REGULATIONS (Continued)2.10 Deposits

- 2.10.1 To safeguard its interests, the Company may require an applicant or Customer or to make a deposit to be held as a guarantee for the payment of charges, irrespective of whether in respect of new Service or restoration of service previously discontinued. The deposit will not exceed an amount equal to :
- A. two month's charges for a service or facility which has a minimum payment period of one month; or
  - B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2.10.2 The fact that a Deposit has been made shall in no way relieve the applicant or Customer from complying the Tariff regulations for the prompt payment of bills on presentation
- 2.10.3 Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.
- 2.10.4 Simple interest will be credit or paid to the Customer while the Company holds the Deposit, in the event the payment of interest is required as and at the rate specified by the Commission.
- 2.10.5 A deposit may be required in addition to an advance payment.
- 2.10.6 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 will return the deposit or credit it to the Customer's account.

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Section 2 – RULES AND REGULATIONS (Continued)

2.11 Advance Payments

The Company reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for new service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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Section 2 – RULES AND REGULATIONS (Continued)2.12 Payment Arrangements and Billing

2.12.1 Service is provided and billed on a monthly (30-day), recurring basis. The billing date is dependent on the billing cycle assigned to the Customer. Charges for facilities and service, other than usage charges, are due monthly in advance; all other charges are payable upon request of the Company. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. The Company shall present invoices for Recurring Charges billed to the Customer, in advance of the month in which service is provided. Payments for invoices shall be payable on the latter of date received or another due date shown on the bill, and are past due thirty (30) days after issuance and posting of invoice.

With the Company's approval, the Customer may elect to make payments to the Company for charges for facilities and services furnished by the Company using the following credit / debit cards: Visa or MasterCard. The election to pay for services rendered by credit/debit card must be made when the Customer initially applies for service.

2.12.2 Payments should be mailed to Company at the following address:

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P.O. Box 5789  
Evansville, IN 47716

2.12.3 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 for this purpose.

2.12.4 Charges for Service commence on the date service becomes effective and such Service shall be deemed to continue to apply until canceled by the Customer on not less than thirty (30) days' notice.

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Section 2 – RULES AND REGULATIONS (Continued)2.12 Payment Arrangements and Billing (Continued)

- 2.12.5 If any portion of the payment is not received by the Company within thirty (30) days, or if any portion of the payment is received in funds that are not immediately available, late penalties will apply. For a commercial customer, there will be a late payment penalty on the portion of the invoice not yet paid, of 1.5% (applicable on a monthly basis) or the maximum allowed by law.
- 2.12.6 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand thereof is not received by the Company in writing within such thirty-(30) day period. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records.
- 2.12.7 Billing disputes should be addressed to the Company's customer service organization by mail at Sigecom, LLC dba WOW! Internet Cable Phone, PO Box 5789, Evansville, IN 47716 or via telephone. Customer service representative are available from 8:00 am to 4:59 p.m. Eastern Standard Time. Messages may be left for the Customer Service Commission from 5:00 p.m. to 7.59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer Service, which case customer service personnel may be pages.

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Section 2 – RULES AND REGULATIONS *(Continued)*

2.12 Payment Arrangements and Billing *(Continued)*

2.12.8 In the case of a dispute between the Customer and the Company for which service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action.

The Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.12.9 A fee of \$30.00 will be charged whenever a check or draft is presented by the Company for payment for service is not accepted by the institution on which it is written.

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Section 2 – RULES AND REGULATIONS (*Continued*)2.12 Payment Arrangements and Billing (*Continued*)

## 2.12.10 Customer Overpayments

- A. The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.
- B. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

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Section 2 – RULES AND REGULATIONS (Continued)2.13 Collection Costs

In the event the Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against Customer, or for the enforcement of any provision of this Tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorney' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the Court.

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Section 2 – RULES AND REGULATIONS (Continued)2.14 Taxes

2.14.1 In addition to the charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision. Such surcharges and taxes will be billed as separate line items and are not included in the rates quoted herein this Tariff.

2.14.2 If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Customer for or by reason of the use of the streets, alleys or public places of a municipality or subdivision or for or by reason of the operation of the Customer's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Customer, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangements now in effect.

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Section 2 – RULES AND REGULATIONS (Continued)

2.15 Full force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.16 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Section 2 – RULES AND REGULATIONS (Continued)2.17 Notices and Communications

2.17.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.17.2 The Company shall designate on the Service Order an address, which is currently Sigecom, LLC dba WOW! Internet Cable Phone, PO Box 5789, Evansville, IN 47716, to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.17.3 All notices and other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communications or bill with the U.S. mail, or a private deliver service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.17.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.18 Attorney's Fees

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.

2.19 Governing Law

This tariff shall be interpreted and governed by the rulings of the Federal Communications Commission and the laws of the State of Indiana without regard for its choice of law provisions.

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Section 3 – CARRIER COMMON LINE ACCESS SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided for in this Tariff.

3.1 General Description

Carrier Common Line Access provides for the use of end user's Company provided common lines by customers for access to such end users to furnish Interstate Communications. The rate elements included in Carrier Common Line Access are the Primary Inter-exchange Carrier Charge (PICC), and the Carrier Common Line Charge (CCL). (C)

The PICC is a flat monthly charge that applies for each end user's common lines. The PICC applies on a per pre-subscribed line basis. The individual rate elements, types of lines, and specific rate applications are further described in Sections 3.5 and 3.8, following.

The CCL is a usage sensitive element that applies to switched access minutes of. The rules for applying CCL rates are provided in Section 3.8, following.

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Section 3 – Carrier Common Line Access Service (*Continued*)

3.2 Limitations

3.2.1 Exclusions

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

3.2.2 Access Groups

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

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

Section 3 - Carrier Common Line Access Service (*Continued*)

3.3 Undertaking of the Company

3.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of 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 3.9 following.

3.3.2 Interstate Use

The Switched Access Services provided by the Company includes the Switched Access Service provided for interstate communications. The Carrier Common Line Access rates and charges as set forth in 3.9 following apply to interstate Switched Access Service across minutes as prorated to interstate and intrastate use (by Percent Interstate Use – PIU) as appropriate.

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Section 3 – Carrier Common Line Access Service (*Continued*)

3.4 Obligations of the Customer

3.4.1 Switched Access Service Requirements

The Switched Access Services associated with Center Common Line Access shall be ordered by the customer under other sections of this Tariff.

3.4.2 Supervision

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

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Section 3 – Carrier Common Line Access Service (*Continued*)3.5 Description of the Primary Inter-Exchange Carrier Charge

A Primary Inter-exchange Carrier Charge (PICC) applies for each end user's common line.

## 3.5.1 Assessment of the PICC

For end user lines which have Pre-subscribed Interexchange Carrier (PIC), as described in Section 4.2, the PICC applies to the selected IC on a per pre-subscribed line basis. This charge also applies when a telecommunications carrier has purchased local exchange service for resale. The type of PICC charge is based on the classification of the ultimate end user.

When an end user's line has two PICs, one for interLATA calls and one for IntraLATA calls, the PICC is billed to the InterLATA pre-subscribed carrier.

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

Upon timely notification (at least 15 days before the date on which the Company) determines the IC's PICC liability for a given month) from an IC to the Company that the IC has terminated long distance service for an end user for nonpayment or other violation of the IC's tariff, the Company will cease billing the PICC to the IC with respect to that end user's license. The Company will bill the PICC directly to the end user until such time as the end user selects a new pre-subscribed IC. The IC will also furnish the Company with a copy of the end user notification or updated Customer Account Record Exchange (CARE) records for terminated end users, which indicate the date of end user notification and reason for termination.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.5 Description of the Primary Inter-exchange Carrier Charge (*Continued*)

## 3.5.2 Types of Lines

The PICC is assessed based on the number and type of lines that are pre-subscribed. The type of lines for which PICC applies corresponds to the types of lines for which access charges (described in Section 4) apply. The types of lines for which PICC applies are:

Multi-Line Business

Centrex

Basic Rate Interface ISDN (ISDN-BRI)

Primary Rate Interface ISDN (ISDN-PRI)

Regulations concerning the application of the PICC are contained in Section 3.8, following.

Section 3 – Carrier Common Line Access Service (*Continued*)

3.6 Determination of Usage Subject to Carrier Common Line Access Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Common Line Access charges.

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in Section 3.8.5 following (Percent Interstate Use – PIU).

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Section 3 – Carrier Common Line Access Service (*Continued*)3.7 Resold Access Service

## 3.7.1 Scope

Where the customer is reselling MTS and or MTS-type service(s) on which the Carrier Common Line and Switched Access charges have been assessed, the customer may, at the option of the customer, obtain Switched Access Service under this tariff as set forth in Section 6 following for originating and or terminating access in the local exchange. Such Switched Access Service will have Carrier Common Line Access charges applied as set forth in Section 3.9 following. Rate regulation for the Primary Interexchange Carrier Charge (PICC) and the Carrier Common Line (CCL) charge are described in Section 3.8. In addition, the CCL will apply in accordance with the resale rate regulations set forth in Section 3.7.4 following. For the purposes of administering this provision:

- Resold interstate terminating MTS and MTS-type service(s) shall include collect calls, third number calls and credit card calls where the reseller pays the underlying carrier's service charges; and shall not include intrastate minutes use.
- Resold interstate terminating MTS and MTS-type service(s) shall include collect calls, third number, credit card or intrastate minutes of use.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.7 Resold Access Service (*Continued*)

## 3.7.2 Customer Obligations concerning the Resale of MTS and MTS-type Services

When the customer is reselling MTS and or MTS-type service as set forth in Section 3.7.1 preceding, the customer will be charged Carrier Common Line Access charges in accordance with the resale regulation as set forth in Section 3.7.4 following if the customer or the provider of the MTS service furnishes documentation for the MTS usage and or the customer furnishes documentation of the MTS-type usage. Such documentation supplied by the customer shall be supplied each month and shall identify the involved resold MTS and or MTS-type services.

When the customer is reselling MTS and or MTS-type service and is obtained access under this tariff, the customer will be assessed the PICC on a per pre-subscribed line basis. At the request of the reseller, with the concurrence of the provider of the MTS service, the PICC charges will be billed to the MTS provider. Both the reseller and the provider must furnish the Company with letters of authorization accepting such a billing arrangement and the provision of carrier data included in the bill detail.

The monthly period used to determine the minutes of use for resold MTS and or MTS type service(s) shall be the most recent monthly period for which the customer has received a bill for such resold service(s). This information shall be delivered to the Company, at a location specified by the Company, no later than fifteen (15) days after the bill date shown on the resold MTS and or MTS-type service bill. If the Company does not receive the required information, the previously reported information, as described preceding, will be used for the next two months. For any subsequent month, no allocation or credit will be made until the customer delivers the required documentation to the Company.

## 3.7.3 Resale Documentation Provided by the Customer

When the customer utilizes Switched Access Service as set forth in Section 3.7.2 preceding, the Company may request a certified copy of the customer's resold MTS or MTS-type usage billing from either the customer or the provider of the MTS or MTS-type Service. Requests for billing will related back no more than 12 months prior to the current billing period.

Section 3 – Carrier Common Line Access Service (*Continued*)3.7 Resold Access Service (*Continued*)

## 3.7.4 Rate Regulations concerning the Resale of MTS and MTS-type Services

When the customer is provided an access group to be used in conjunction with the resale of MTS and or MTS-type services as set forth in Section 3.7.1 preceding, subject to the limitations as set forth in Section 3.2 preceding to calculate the adjustment of Carrier Common Line Access charges, the customers will be billed the Premium Access Charge per minute as set forth in Section 3.9 following.

## A. Apportionment and Adjustment of Resold Minutes of Use

When the customer is provided with more than one access group in association with the resale of MTS and or MTS-type services, the resold minutes of use will be apportioned as follows:

## 1. Originating Services

The Company will apportion the resold originating MTS and or MTS-type services and originating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the originating usage for each access group to the total originating usage for all access groups in the LATA. For purposes of administering this provisions.

Resold originating MTS and or MTS-type services minutes shall be only those attributable to interstate originating MTS and or MTS-type minutes and shall not include collect, third number, credit card and intrastate minutes of use.

The resale credit adjustment shall apply for resold originating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.7 Resold Access Service (*Continued*)3.7.4 Rate Regulations concerning the Resale of MTS and MTS-type Services (*Continued*)A. Apportionment and Adjustment of Resold Minutes of Use (*Continued*)

## 2. Terminating Services

The Company will apportion the resold terminating MTS and or MTS-type services and terminating minutes of use for which the resale credit adjustment applies, among the access group. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For the purposes of administering this provision:

Resold terminating MTS and or MTS-type services minutes shall be only those attributable to interstate terminating MTS and MTS-type (i.e., collect calls, third number calls, and credit card calls) and shall not include intrastate minutes of use or MTS or MTS-type minutes of use paid for by another party.

The resale credit adjustment shall apply for resold terminating MTS and MTS-type services and minutes of use, provided Carrier Common Line and Switched Access Charges have been assessed on such services.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.7 Resold Access Service (*Continued*)3.7.4 Rate Regulations concerning the Resale of MTS and MTS-type Services (*Continued*)

## B. Access Groups

When all the usage on an access group originates from and or terminates at end offices, Access charge per minute as set forth in Section 3.9 following will apply. The Access Minutes which will be subject to Carrier Common Line charges will be the adjusted originating interstate access minutes plus the adjusted terminating interstate access minutes for such access group.

The adjusted originating access minutes will be the originating interstate access minutes less the reported resold originating MTS and or MTS-type service minutes of use as set forth in (A)(1) preceding; but not less than zero. The adjusted terminating access minutes will be the terminating interstate access minutes less the reported resold terminating MTS and or MTS-type service minutes of use as set forth in (A)(2) preceding, but not less than zero.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.8 Rate Regulations

## 3.8.1 Rate Regulations Concerning Primary Interexchange Carrier Charge

The Primary Interexchange Carrier Charge (PICC) is a flat monthly charge that applies for each end user's common line. The PICC applies on a per pre-subscribed line basis. If the end user line is not pre-subscribed to an Interexchange Carrier (IC), the PICC will be assessed directly to the end user. When an end user's line has two PICs, one for interLATA and one for IntraLATA calls, the PICC is billed to the InterLATA pre-subscribed line.

PICC charges apply based on the classification of the ultimate end user.

A snapshot of all end user lines will be taken once per month to determine the pre-subscribed carrier. The number of lines per carrier will be accumulated from this snapshot by state, LATA, end office and end user line type. If an IC has more than one Carrier Identification Code, data will also be summarized by CIC.

The PICC is assessed based on the number and type of lines that are pre-subscribed to an individual carrier. The type of lines for which PICC applies corresponds to the types of lines for which access charges (described in Section 4) apply. The types of lines for which PICC applies are:

- Basic Rate Interface ISDN (ISDN-BRI)
- Multi-line Business
- Centrex
- Basic Rate Interface ISDN (ISDN-BRI)
- Primary Rate Interface ISDN (ISDN-PRI)

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Section 3 – Carrier Common Line Access Service (*Continued*)

3.8 Rate Regulations (*Continued*)

3.8.1 Rate Regulations Concerning Primary Interexchange Carrier Charge (*Continued*)

A. Multi-Line Business

When an end user is provided more than one local business exchange service by the Company, and when the local business exchange service is provided under the general and or local exchange service tariffs, the Multi-line Business PICC rate as set forth in Section 3.9 following applies to each such local business exchange service. For any line that does not have a pre-subscribed IC, the PICC will be assessed directly to the end user.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.8 Rate Regulations (*Continued*)3.8.1 Rate Regulations Concerning Primary Interexchange Carrier Charge (*Continued*)

## B. PICC for Centrex

Centrex CO is a service that (i) uses a portion of a Company switch located at the Company central office to meet the customer's internal needs and serves as the customer's interface with the local and interexchange networks and (2) links the customer's main stations to the Company switch with subscriber loops.

For Centrex Dormitory (Residence) Service lines, the Primary Residence PICC rate applies to each line, as set forth in Section 3.9 following. For Basic Rate Interface ISDN (ISDN-BRI) lines within a Centrex system, the PICC for those lines applies as described in (F) for ISDN-BRI.

For all Centrex lines other than Dormitory and ISDN-BRI, the PICC rate is based on a ratio representing trunk equivalence. The Centrex PICC rate is calculated by dividing the Multi-Line Business PICC by nine. The Centrex PICC rate as set forth in Section 3.9 following applies to each such line provided in a Centrex Service.

## C. Basic Rate Interface – ISDN PICC

For Basis Rate Interface – ISDN (ISDN-BRI), the pre-subscribed interexchange carrier of the primary telephone numbers will be billed one ISDN-BRI PICC rate, as set forth in Section 3.9 following. ISDN-BRI is provided with up to four primary telephone number, which may or may not be pre-subscribed.

The PICC for ISDN-BRI will be calculated based on the average number of primary telephone number per ISDN-BRI service. For primary telephone numbers that are pre-subscribed to interexchange carriers (IC), the ISDN-BRI PICC will be charged to the pre-subscribed IC for each telephone number. If a primary telephone number is not pre-subscribed to an IC, the end-user will be bill the PICC for that primary telephone number.

Section 3 – Carrier Common Line Access Service (*Continued*)3.8 Rate Regulations (*Continued*)3.8.1 Rate Regulations Concerning Primary Interexchange Carrier Charge (*Continued*)

## D. Primary Rate Interface – ISDN PICC

Primary Rate interface – ISDN (ISDN-PRI) is provided with up to twenty-three trunks per ISDN-PRI. Each of the trunks in an ISDN-PRI service may be pre-subscribed to an IC, or may be provided without a pre-subscribed carrier. An ISDN-PRI service may include trunks that are pre-subscribed to multiple carriers, or a combination of pre-subscribed and non-pre-subscribed trunks.

The PICC for ISDN-PRI will be calculated based on the Multi-Line Business PICC rate, multiplied by five and then divided by the trunks per service. For trunks that are pre-subscribed to an interexchange carrier (IC), the ISDN-PRI PICC will be charged to the pre-subscribed IC for each trunk. If a trunk is not pre-subscribed to an IC, the end user will be billed the PICC for that trunk.

- E. If the end user line does not have a pre-subscribed interexchange carrier, the PICC will be assessed directly to the end user. If the local exchange service is provided on a resold basis by a telecommunications carrier other than the Company, the reseller will be assessed the PICC for a non-PIC situation.

If the end user line is pre-subscribed to a carrier that is reselling MTS and or MTS-like service (access reseller), the PICC may be billed to one of its MTS service providers if both the reseller and the provider have furnished the Company with a letter of authorization.

Terms and conditions relating to Primary Interexchange Carrier Charges described above shall apply to telecommunications services provided by carriers which purchase local exchange service for resale. PICC charges will apply, based on the classification of the ultimate end user.

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Section 3 – Carrier Common Line Access Service (*Continued*)3.8 Rate Regulations (*Continued*)

## 3.8.2 Billing of Usage Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations following except as set forth in Sections 3.7.4 preceding (Resale) and 3.8.5 following (Percent Interstate Use – PIU).

## 3.8.3 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Company equipment, except as otherwise may be provided for in this Tariff. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed by the Company for each customer and then rounded to the nearest minute.

## 3.8.5 Percent Interstate Use (PIU)

When the customer reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed only to interstate Switched Access Service access minutes based on the data reported by the customer, except where the Company is billing according to actual by jurisdiction. Interstate Switched Access Service access minutes will, after adjustment as set forth in Section 3.7.4 preceding (Resale), when necessary, will be used to determine Carrier Common Line Charges.

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Section 3 – Carrier Common Line Access Service (Continued)3.9 Rates and Charges

3.9.1	Primary Interexchange Carrier Charge (PICC)	Interstate Rate per <u>Month</u>
A.	Multi-line Business - Per individual line or trunk	3.488769
B.	Centrex CO - Per Individual line	0.387641
C.	ISDN BRI - Per primary telephone number	n/a
D.	ISDN PRI - Per trunk	0.758428

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Section 3 – Carrier Common Line Access Service (Continued)3.9 Rates and Charges (Continued)

3.92	Carrier Common Line Charge	Interstate <u>Rate</u>
	- Originating Per Access Minute	\$ 0.00000 (R)
	- Terminating Per Access Minute	\$ 0.00000 (R)

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Section 4 – INTERSTATE ACCESS SERVICE4.1 Interstate Access Service

The Company will provide its local exchange service customers with access to other Interstate carriers under its general and or local exchange tariffs.

## 4.1.1 General Descriptions

Interstate Access Service provides an end user with access to other carriers for Interstate toll services. End users will be charged an access charge in conjunction with this service .

## 4.1.2 Limitations

Telephone numbers, detail billing, directory listings and intercept arrangements are not provided in conjunction with Access Service, but may be provided with the customer's basic local exchanges services.

## 4.1.3 Undertaking of the Company

The Company will provide Access Service at rates and charges set forth in Section 4.1.6 following, as follows:

- A. An access charge will apply to each end user exchange access line provided with access service under this tariff. This charge will be established when the end user obtains local exchange service from the Company.
- B. The Company will be responsible for arrangements with end user customers for billing of these access charges.

Section 4 – INTERSTATE ACCESS SERVICE (*Continued*)4.1 Interstate Access Service (*Continued*)

## 4.1.4 Payment Arrangements and Credit Allowances

Notwithstanding Section 2, the following regulations shall apply for Access Services:

- A. **Minimum Period**  
The minimum service period for which access charges apply is the same as that in the general and or local exchange tariffs for the associated local exchange service.
- B. **Cancellation of Application**  
Access is canceled when the order for the associated local telephone exchange service is canceled. No cancellation charges apply.
- C. **Change to Orders**  
When changes are made to orders for local exchange service, any necessary changes will also be made for Access Service. No nonrecurring charges will apply for these changes.
- D. **Allowance for Interruptions**  
When there is an interruption to local exchange service, no access charge allowance will be provided for interruptions in local exchange service under Section 2.7.1 preceding.
- E. **Temporary Suspension of Service**

When an end user temporarily suspends its local exchange services, one-half of the monthly access charge will be temporarily suspended for the time period the local exchange service is suspended.

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Section 4 – INTERSTATE ACCESS SERVICE (*Continued*)

4.1 Interstate Access Service (*Continued*)

4.1.5 Rate Regulations

- A. Monthly access charges will be billed to the end user of the associated local exchange service.
- B. In addition to the access charge, an End user Complex Line Port (EUCLP) charge may also be assessed when end users are provided certain residential or multi-line local business exchange services by the Company under the general and or local exchange service tariff where the cost of the line port exceeds that of a basic analog line port. These services include ISDN-BRI for residential customers and ISDN BRI, Centrex ISDN and ISDN-PRI for commercial customers. The EUCLP charge as set forth in Section 4.1.6 following, applies to each such line port.

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Section 4 – INTERSTATE ACCESS SERVICE (*Continued*)4.1 Interstate Access Service (*Continued*)

## 4.1.6 Rates and Charges

## A. Access Charge:

	<u>Rate Per Month</u>
1 Primary Residence - individual line or trunk, each	6.50
2 Non-Primary Residence - individual line or trunk, each	6.50
3 Business Subscriber - individual line or trunk, each	4.05
4 Business Subscribers - PRI or T1, each	25.50

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Section 4 - INTERSTATE ACCESS SERVICE (Continued)

4.2 Pre-subscription

4.2.1 General

- A. Pre-subscription is a procedure where by an end user may select an Interexchange Carrier (IC) and designate to the Company that that carrier be used on all interexchange calls from the customer’s exchange access line without the need to use a special access code for that IC. This IC is referred to as the end user’s Primary Interexchange Carrier (PIC).
- B. Pre-subscription of residence and business lines and or trunks is furnished in accordance with the detailed provisions of the Federal Communications Commission’s Allocation Plan as set forth in Appendix B of its Memorandum Opinion and Order in CC Docket 83-1145, Phase 1, adopted May 31, 1985 and released June 12, 1985.
- C. The non-recurring charge for pre-subscription, per line or trunk, is as follows:

	<u>Non-recurring Charge</u>
- per residence or business initial line or trunk	\$ 4.25
- per residence, business, public or semi-public additional line or trunk	1.45
- per public or semi-public initial pay telephone line	4.25

This Charge is billed to the End User, who is the subscriber to the Company Exchange Service.

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Section 4 - INTERSTATE ACCESS SERVICE (Continued)

4.2 Pre-subscription (Continued)

4.2.1 General (Continued)

- D. The non-recurring charges for unauthorized changes to Pre-subscription are as follows:

Non-recurring Charge

- per Business or residence line or trunk	\$ 18.00
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The charge is billed to the IC submitting an unauthorized change for a subscriber to Telephone Exchange Service.

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Section 4 - INTERSTATE ACCESS SERVICE (Continued)

4.3 International Blocking Service

4.3.1 General

- A. The International Blocking Service (IBS) is an optional end user service that provides end office blocking of 011+, 10XXX 011+ and I01XXXX011+ dialed calls. Originating 011+, 10XXX 011+ and 101XXXX011 dialed calls from exchange lines provisioned with the International Blocking Service will be blocked and routed to a recorded announcement.
- B. The International Blocking Service can be ordered on a per line / trunk basis. There is a non-recurring charge for installing IBS on new or existing exchange lines or trunks that is in addition to any other local exchange non-recurring charges that may apply. The non-recurring charge for international Blocking Service is charged on a per line or trunk basis as set forth in (C) following.
- C. International Blocking Service – Rates

	<u>USOC</u>	Non-recurring <u>Charge</u>
International Blocking Service - Per Line or Trunk	RBVXC	\$ 2.96

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Section 4 - INTERSTATE ACCESS SERVICE (Continued)4.4 Blocking Access to 900 Service

## 4.4.1 General

The Company offers to its subscribers, where technically feasible, an option to block access to services offered on the 900 service access code. Blocking is offered at no charge for initial requests and on a one-time basis to any subscriber who subscribes to a new telephone number for a period of 60 days after the new number is effective.

- A. For blocking requests and services other than those specified in paragraph A of this section, the following charges apply:

	<u>Non-recurring Charges</u> <u>Subsequent Blocking</u>
900 Blocking*	
- Per residence line or trunk	\$ 5.00
- Per business line or trunk	\$ 10.00

\* Requests by subscribers to remove blocking are completed at no charge, but must be in writing

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Section 4 - INTERSTATE ACCESS SERVICE (Continued)

4.5 Application of Charges to Resold Local Exchange Service

Terms and conditions relating to Interstate Access Service and Pre-subscription changes, described in Sections 4.1 and 4.2 preceding, shall apply to telecommunications carriers, which purchase local exchange service for resale.

Access charges will apply, based on the classification of the ultimate end user as either Residence or Business.

Pre-subscription charges for residence and business lines or trunks will also apply to resellers of local exchange service, including the reduced rate for additional lines changed in a single request.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES

5.1 General

This section sets forth the regulations and order related charges for Access Orders for Switched Access Services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.

An Access order is an order to provided the customer with Switched Access Service or specialized services and arrangement or to provide charges to existing services. A Signal Transfer Point (STP) port and the Dedicated Network Access Link connecting that STP port to a customer designated premises is considered one service.

5.1.1 Ordering Conditions

A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multi-point service. All services on an Access order must have the same customer requested service date.

An Administrative Charge applies any time a customer initiates an order for service. This charge applies once per customer order, regardless of the number of facilities ordered.

A Design and Central Office Connection Charge applies any time customer initiated order for service requires engineering design and or connection or changes at the Company central office. This charge applies once per circuit. A separate Design and Central Office Connection Charge applies for each switched Access Service line or trunk activated on Switched Transport Services. (C)

A Customer Connection Charge applies any time a customer initiated order for service requires connection of or changes to a line or trunk for Switched Access, or a Local Distribution Channel (LD), if appropriate. This charge applies once per LDC, line or trunk affected by the order.

The three charges described in the preceding page do not apply to any services in Section 4 preceding.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.1 General (*Continued*)5.1.1 Ordering Conditions (*Continued*)

The customer shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required in Section 5.2 following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date, which is known as the Application Date, is the date on which the Company receives a firm commitment and sufficient information from the customer to allow processing of the Access Order. The customer is advised of the Application Date at the time the Company gives the customer a firm order confirmation.

## 5.1.2 Provision of Other Services.

- A. In addition to Switched Access Services, other services offered under the provisions of this tariff shall be ordered with an Access Order or as set forth in B following. The rates and charges for these services are as set forth in other sections of this Tariff, and will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Services with which they are associated..
- B. With the agreement of the Company, the items listed in A preceding may subsequently be added to the order at any time up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in Section 5.1.2.C following will apply when an engineering review is required.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.1 General (*Continued*)5.1.2 Provision of Other Services (*Continued*)

- C. Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Section 7.1 following. When it is required, the customer will be notified and will be furnished with a written statement setting forth the justification for Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for Additional Engineering may not exceed the estimated amount by more than 10%.

The regulations, rates and charges for Additional Engineering are as set forth in Section 7.1 following and are in addition other regulations, rates and charges specified in this Section.

## 5.1.3 Special Construction.

The regulations, rates and charges for special construction are set forth in the Tariffs as defined in Section 1 preceding and are in addition to the regulations, rates and charges specified in this Tariff.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.2 Access Order

An Access Order is used by the Company to provide a customer Switched Access Service as follows:

- Switched Access Service as set forth in 6 following,
- Other Services as set forth in Section 5.1.2 preceding.

When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

- For Switched Access Service to be provided in connection with one or more lines (not Trunks), the customer shall specify the number of lines and the first point of switching (i.e., dial tone office), the directionality of the service and the Switched Transport and Local Switching options desired. In addition the customer shall specify whether the off-hook supervisory signaling for the order line(s) is to be provided by the customer's equipment (i.e., MTS/WATS-type application) or is to be forwarded by the customer's equipment when the called party answers (i.e., FX/ONAL applications). The customer shall also specify which lines are to be arranged in multi-line hunt group arrangements and which lines are to be provided as single lines.
- The customer shall also specify any extensions to a different LATA, if applicable. When such an extension is specified on the order, the customer must also specify the customer's premises in the LATA with the Switched Access Service, at which the extension is to be terminated.
- For Switched Access Services to be provided in connection with one or more trunks, the customer shall specify the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and Switched Transport options and Local Switching options desired. When ordering such trunks to an access tandem, the customer must also provide the Company an estimate of the amount of traffic it will generate to and or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements. 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.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.2 Access Order (*Continued*)

- For Local Number Portability Query Service, N-1 telecommunications carrier who arrange in advance for the Company to perform queries on the behalf must identify where calls will terminate, i.e., which end office or tandem switch, and provide rolling three (3) months estimates of the volume of traffic including estimated total monthly traffic and maximum busy hour volumes and the Company switch to which this traffic volume is routed.

## 5.2.1. Ordering Switched Transport Services

When the customer orders Switched Transport Services, they must be compatible with any transport facilities to which the new services are to be interconnected. The minimum information that must be provided for new Entrance Facilities, Direct Transport Services and or Tandem Switched Transport Services is as follows:

## A. Entrance Facilities

For new Entrance Facilities the customer must specify:

- The number of Entrance Facilities
- The number of customer premises to which the Entrance facility is to be connected
- The interface at the customer premises
- The type of connection (i.e., Voice Grade, DS or DS3)
- If the capacity of the Switched Transport Service is not compatible with the Entrance Facility, multiplexing must be ordered with the Switched Transport Service
- Any Switched Transport optional features.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.2 Access Order (*Continued*)5.2.1 Ordering Switched Transport Services (*Continued*)

## B. Direct Transport Services

For new Direct Transport Services the customer must specify:

- The number of Direct Transport Services
- The type of connection (i.e., Voice Grade, S1 or DS3)
- The Entrance Facility to which the Direct Transport is to be connected.
- If the capacity of the Switched Transit Service is not compatible with the Entrance Facility, multiplexing must be ordered with the Switched Transport Service
- Any Switched Transport optional features (if multiplexing is ordered, the customer must specify each end office or serving wire center where multiplexers are required and the channel assignment for each Direct Transport circuit and or Switched Access Service assigned to the multiplexed facility).

## C. Tandem-Switched Transport Services

For new Tandem-Switched Transport Services the customer must specify:

- The number of Switched Access Service lines or trunks
- The Entrance Facility or Direct Transport Service at which the Tandem-Switched Transport Service is to be connected and the associated connecting facility assignment.
- Any Switched Transport optional features.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)5.2 Access Order (Continued)

## 5.2.2 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval

To the extent the Access Service can be made available with treasonable effort, the Company will provide the Access Service in accordance with the customer's requested interval, subject to the following conditions:

## A. Standard Interval

Access Services provided in a Standard interval will be installed during Company business days in accordance with operating policies and procedures the Customer will implement from time to time. If a customer requests that installation be done outside of normally scheduled working hours, and the Company agrees to this request, the customer will be subject to application Additional Labor Charges as set forth in Section 7.2.6 following.

## B. Negotiated Interval

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

1. There is no Standard Interval for the service or
2. the quality of Access Services ordered exceed the quantities specified in the standard intervals, or
3. the customer requests a service date beyond the applicable Standard Interval service date.

The Company will offer a service date based on the type and quantity of Access Services the customer has requested. The a negotiated interval may not exceed by more than six months the Standard Interval Service date, or, when there is not Standard Interval, the Company offered service date.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)

5.2 Access Order (*Continued*)

5.2.2 Access Order Service Date Intervals

B. Negotiated Interval (*Continued*)

All services for which rates are applied on an individual case basis are provided with a Negotiated interval.

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Section 5 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)

5.2 Access Order (Continued)

5.2.3 Access Order Modification

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. The Company will make every effort to accommodate a requested modification when it is able to do so. If the modification cannot be accommodated, the Company will notify the customer. If the customer still desire the Access Order modification, the Company will schedule a new service date. All charges for Access Order modification will apply on a per occurrence basis.

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

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Section 5 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)5.2 Access Order (Continued)

## 5.2.3 Access Order Modification (Continued)

## A. Service Date Change Charge

Access Order services dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in Section 5.2.2(A) following.

A new service date may be established that is prior to the original standard or negotiated interval service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges as set forth in (D) following will apply. Such charges will apply in addition to the Service Date Change Charge.

A Service Date Change Charge will apply on a per order per occurrence basis for each service date changed. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Service Date Change Charge - per order	OMC	\$ 20.47

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Section 5 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)

5.2 Access Order (Continued)

5.2.3 Access Order Modification (Continued)

B. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a partial cancellation and the charge as set forth in Section 5.2.4.B following will apply.

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C. Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order, which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the customer.

The Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. the Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, - per order	H28	\$ 59.93

If a change of service date is required, the Service Date Change charges as set forth in (A) preceding will also apply.

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Section 5 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)5.2 Access Order (*Continued*)5.2.3 Access Order Modification (*Continued*)

## D. Expedited Order Charge

When placing an Access Order, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company determines that service can be provided on the requested date and that additional labor cost or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved.

To calculate the additional labor charges, the Company will, upon authorization from the Customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in Section 7.2.6.A. following.

When expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in (A) preceding also applies.

Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)5.2 Access Order (Continued)

## 5.2.4 Cancellation of an Access Order

- A. A customer may cancel an Access order for the installation of services on any date prior to the installation of service. 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 Services 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 (B) following will apply; or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31<sup>st</sup> day beyond the original service date of the Access Order.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (Continued)

5.2 Access Order (Continued)

5.2.4 Cancellation of an Access Order (Continued)

B. When a customer cancels an Access order for the installation of service, a Cancellation Charge will apply as follows:

1. Installation of Switched facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
2. When the Customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
3. When installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
  - a. a charge equal to the costs incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.
  - b. The charge for the minimum period of Switched Access Service ordered by the customer including all applicable non-recurring charges.
4. Charges applicable as specified in (3)(a) preceding include the non-recoverable cost of equipment and material ordered, provided or used plus the non-recoverable costs of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)

5.2 Access Order (*Continued*)

5.2.4 Cancellation of an Access Order (*Continued*)

- C. When a customer cancels an order for the discontinuance of service no charges apply for the cancellation.
- D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotion) the customer may cancel the Access Order without incurring cancellation charges.

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Section 5 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICES (*Continued*)

5.2 Access Order (*Continued*)

5.2.5 Minimum period

Except as may be set forth herein this Tariff to the contrary, the minimum period for which Access Service is provided and for which charges are applicable, is one month

5.2.6 Minimum Period Charges

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

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

- A. For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity as set forth in Section 6.3.6 following.

All applicable non-recurring charges for the service will be billed in addition to the Minimum Period Charge.

Section 6 – SWITCHED ACCESS SERVICE6.1 General

Switched Access Service, which is available to customer for their use in furnishing their services to end users, provides a two-point electrical communications path between customer's premises and an end user's premises. It provides for the use of common terminating, common switching and Switched Transport facilities, and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in Sections 6.1.1 and 6.1.3 following.

Rates and charges for Switched Access Serviced depend generally on its use by the customer, i.e., for MTS or WATS services, MTS-WATS equivalent services, or other services and whether it is provided in a Company end office that is equipped to provide equal access. The rates and charges for Switched Access Service also depend on whether the Switched Transport is switched through an access tandem or direct routed and whether the direct routed transport is routed between:

- The customer's service wire center and an end office, hub or tandem, or
- A hub or tandem and an end office.

Rates and charges for Switched Access Service are set forth in Section 6.4 following. The application of rates for Switched Access Service is described in Section 6.3 following. Rates and charges for services other than Switched Access Service, e.g., a customer's interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services. Description of such applicability are provided in this Section following. Finally, a credit is applied against line side Switched Access Service charges as described in Section 6.3.11 following.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)

## 6.1.1 Switched Access Service Arrangements and Manner of Provisions

Switched Access Services are differentiated by their technical characteristics, e.g., line side vs. trunk side connection at the Company entry switch, the type of Switched Transport (i.e., Direct Transport or Tandem-Switched Transport) and the manner in which an end user accesses them in originating calling, e.g., with or without an access code. Following is a brief description of each type of service arrangement.

- A. The Switched Access Services are shown below. The charge indicates whether the feature is available as a chargeable or non-chargeable option under both the Bundled Local Switching option and the Unbundled Local Switching option.

B. Circuit Switched –

Circuit Switched Access Service, which is available to all customers, provides line side access from the customer's premises to Company end office switches with an associated seven digit local telephone number for the customer's use in originating communications from and terminating communications to an Interexchange Carrier's Interstate Service or a customer-provided private network used for interstate communications.

When ordering the circuit-switched Switched Access Service, the customer must specify the Interexchange Carrier to which the service is connected or, in the alternative, specify the means by which the access communications is transported to another state. If the customer can not specify the type of connection used to transport traffic to another state, the line side device should be obtained as provided under the Company's local and or general exchange service tariffs.

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.1 Switched Access Service Arrangements and Manner of Provisions (*Continued*)

## C. Circuit Switched – trunk

Circuit-switched-trunk Switched Access Service, which is available to all customers, provides trunk side access to Company end office switched with an associated uniform 950-XXXX access code for the customer's use in originating communications from and terminating communications to an Interexchange Carrier's Interstate Service or a customer-provided Interstate communications capability. The customer, upon request by the Company, must specify the Interexchange Carrier to which the service is connected.

## D. 500 Access Service

500 Access Service is an originating offering using trunk side Switched Access Service. This service provides a customer identification function for numbers using the 500 service access code (i.e., 1+500+NXX-XXXX).

When a customer requests the Company to open the 500 access code and any associated NXXs within a specified LATA, the order must include the provisioning of all offices within that LATA.

When a 1+500+NXX-XXXX call is originated by an end user, the Company will use the 500-NXX dialed digits to determine the customer identification and the customer location to which the call is to be routed. If the call originates from an end office not equipped to provide the customer identification function, the call will be routed to an office at which the function is available. Once customer identification has been established, the call will be routed to the customer. Call s originating in an end office switch to which the customer has not ordered 500 Access Service will be routed to intercept.

The manner in which 500 Access Service is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access capabilities or not equipped with equal access capabilities). When 500 Access Service is provided form an end office

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.1 Switched Access Service Arrangements and Manner of Provisions (*Continued*)E. 500 Access Service (*Continued*)

equipped with equal access capabilities, all such service will be provisioned in accordance with the technical characteristics available (i.e., technical specifications, Company switch and customer premises interfaces, design blocking criteria, addressing signaling, etc.). When 500 Access Service is provided from an end office not equipped with equal access capabilities, such service will be provisioned in accordance with the technical characteristics.

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.1 Switched Access Service Arrangements and Manner of Provisions (*Continued*)

## F. 900 Access Service

900 Access Service, is an originating offering utilizing trunk side Switched Access Service. The service provides a customer identification function based on the dialed 900 number.

When a customer requests the Company to open a 900 NXX access code for 900 Access Service within a specified LATA, the order must include the provisioning of all offices with that LATA, or, at the customer's option, all offices equipped with equal access capabilities within that LATA. When a 1+900+NXX-XXXX call is originated by an end user, the Company will perform the customer identification based on the 900-NXX dialed digits to determine the customer location to which the call is to be routed. If the call originates from an end office not equipped to provide the customer identification function, the call will be routed to an office at which the function is available. Once the identification has been established, the call will be routed to the customer. Call originating in an end office switch but to which the customer has not ordered 900 Access Service, will be routed to intercept. Unless prohibited by technical limitations (e.g., different dialing plans), the customer's 900 Access Service traffic may, at the option of the customer, be combined in the same trunk group arrangement with the customer's non-900 Access Service traffic. When required by technical limitations, or at the request of the customer, a separate trunk group will be established for 900 Access Service. The Company may, at its option, implement network management controls (e.g., call gapping and code blocking) to protect the network from traffic surges due to peaked 900 Access Services.

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## G. Manner of Provision

Switched Access is furnished in quantities of lines or trunks.

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

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity with a LATA for carrying traffic for the end user to the customer. Terminating traffic type represents access capacity within a LATA for carrying traffic from the customer to the end user. Additionally, when ordering capacity for 500 Access Service or 900 Access Service, the customer must specify the originating type.

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

6.1 General (Continued)

6.1.2 Reserved For Future Use

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)

## 6.1.3 Rate Categories

There are four rate categories, which apply to Switched Access Service

- Switched transport (described in Section 6.1.3.A following)
- End Office (described in Section 6.1.3.B) following)
- Common Line (described in Sections 3 and 4, preceding)

In addition to the four rate categories, an Information Surcharge as set forth in Section 6.4.9 following, applies to all Switched Access Service Arrangement.

## A. Switched Transport

The Switched Transport rate category provides the transmission facilities between the Customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. It is composed of Switched Transport /Service rate elements, Switched Transport Optional Feature rate elements and the Residual Charge rate element.

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

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3. Rate Categories (*Continued*)A. Switched Transport (*Continued*)

Switched Transport consists of various types of facilities, connections and optional features.

Four different types of Switched Transport Services are available: Entrance Facilities, Direct Transport, Tandem-Switched transport Service, and Dedicated Signaling transport Facilities. These services and the rate elements associated with them are described in Section 6.1.3.A.1 following.

Switched Transport is provided at the rates and charges set forth in Sections 6.4.1 and 6.4.4 following. The application of these rates with respect to the different types of service is as set forth in Section 6.3.1.D following.

The Company will work cooperatively with the customer in determining the directionality of the service.

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.1 General (Continued)

## 6.1.3. Rate Categories (Continued)

## A. Switched Transport (Continued)

## 1. Switched Transport Services

## a. Entrance Facilities

Switched Transport Entrance Facilities provide for a dedicated transmission facility between the customer's point of termination and the Company's serving wire center. Included as part of the Entrance Facility is a standard network interface, which defines the technical characteristics associated with the type of facilities to which the Switched Access Service is connected at the point of termination. The customer may select from a variety of entrance facilities operating at different transmission speeds and transmission characteristics defined by the networked interface codes.

The Entrance Facility rate elements are comprised of a Voice Grade Entrance Facility rate, an LT-1 Entrance Facility rate and an LT-3 entrance Facility rate depending on the transmission speed of the Entrance Facility that the customer selects. These Entrance Facilities provide transmission operating at the following speeds:

- Voice Grade Entrance Facilities provide analog transmission operating at 300 to 3000 Hz.
- LT-1 Entrance Facilities provide digital transmission operating at the terminating bit rate of 1.544 Mbps; and
- LT-3 entrance Facilities provide digital transmission operating at the terminating bit rate of 44.736 Mbps.

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The rate application for Entrance Facilities is set forth in Section 6.3.1.D. Switched Transport Entrance Facilities are provided at the rates and charges set forth in Section 6.4.4.

## b. Direct Transport Services

Direct Transport services provide Switched Transport that does not require switching at an access tandem. Direct Transport characteristics are described below.

The Direct Transport option provides Switched Transport on circuits dedicated to the use of a single customer between:

- The customer's serving wire center and an end office;  
or
- The customer's serving wire center and an access tandem; or
- The customer's serving wire center and a Company hub where multiplexing functions are performed; or
- A Company hub and an end office.

Direct Transport provides Switched Transport on circuits with the following transmission characteristics:

- Voice Grade Direct Transport rate elements are provided over analog facilities operating at 300 to 3000 Hz;

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3 Rate Categories (*Continued*)A. Switched Transport (*Continued*)1. Switched Transport Services (*Continued*)b. Direct Transport Services (*Continued*)

- LT-1 Direct Transport rate elements are provided over digital transmission facilities operating at the terminating bit rate of 1.544 Mbps; and
- LT-3 Direct Transport rate elements are provided over digital transmission facilities operating at the terminating bit rate of 44.736 Mbps.

Direct Transport requires a trunk port and may require multiplexing.

When the customer orders Direct Transport to an access tandem, then all Switched Transport switched through the tandem to end offices subtending the tandem must be ordered as Direct Transport to the tandem. All Switched Transport that is routed through an access tandem must include Direct Transport between the serving wire center and the access tandem.

Direct Transport is available via the following Direct Transport rate elements depending on the facilities provided:

- Voice Grade, LT-1 and LT-3 Direct Transport Channel Mileage Termination (CMT) rate elements; and
- Voice Grade, LT-1 and LT-3 Direct Transport Channel Mileage (CM) rate elements.

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The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport Service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between the customer designated offices specified above. The channel mileage charges apply per mile of interoffice transport, calculate as described in Section 6.3.8 following.

Direct Transport Services are not available to Remote Switching Systems, Remote Switching modules or end offices that do not have the necessary recording and measuring capabilities.

The rate application for Direct Transport Services is described in Section 6.3.2.D. Direct Transport is provided at the rates and charges set forth in Section 6.4.4.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3 Rate Categories (*Continued*)A. Switched Transport (*Continued*)1. Switched Transport Services (*Continued*)

## c. Tandem-Switched Transport Services

The Company does not undertake to provide Tandem Switched Transport Service as described below, but may provide such service to customers in conjunction with Ameritech and or other interconnecting Incumbent Local Exchange Carriers (ILECS) and Competitive Local Exchange Carriers (CLECS) where the Company may interconnect with such LECs and provide resale of the same. The rates and charges to customers will be determined on an individual case basis as set forth in the relevant tariffs of the applicable LEC.

The Company reserves the right to provide Tandem Switched Transport Service in the future

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to this tandem and circuits used in common by multiple customers from the tandem to the end office.

The dedicated transport provided between the serving wire center and the tandem must be ordered as Direct Transport, as described in (b) preceding.

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Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis as described in Section 6.3.12 following.
- The Tandem Switching element includes the access tandem switching associated with the

Tandem-Switched Transport tariff and is assessed per access minute switched through the tandem.

Tandem-Switched Transport requires dedicated tandem trunk ports, as described in (6), and end office common trunk ports as described in Section 6.1.3.B.2. following.

The rate application for Tandem-Switched Transport rates is set forth in Section 6.3.2.D. Tandem-Switched Transport is provided at the rates and charges set forth in Section 6.4.1.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3 Rate Categories (*Continued*)A. Switched Transport (*Continued*)1. Switched Transport Services (*Continued*)

## d. Dedicated Signaling Transport Services

Dedicated Signaling Transport provides for the transport of out-of-band signaling information between the customer-designated premises and the Company Signal Transfer Point (STP). It is available via the Switched Transport Signal Transfer Point Access optional feature.

## 2. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. These interface groups define transmission characteristics associated with the Entrance Facility and all transport facilities that interconnect with the Entrance Facility. Each Interface Group provides a specified premises interface (e.g., two-wire, four-wire, DS1, etc.).

The Interface group chosen may require multiplexing arrangements depending upon the Switched Transport Services being connected.

As a result of the customer's access order and the type of Company transport facilities serving the customer's premises, the need for signaling conversion or two-wire to four-wire conversion, or the need to terminate digital or high frequency facilities in channel bank equipment may require that Company equipment be placed at the customer's premises. For example, if a voice frequency interface is ordered by the customer and the Company facilities serving the customer's premises are digital, then Company channel bank equipment must be placed at the customer's premise in order to provide the voice frequency interface ordered by the customer.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3 Rate Categories (*Continued*)A. Switched Transport (*Continued*)

## 3. Chargeable Optional Features

The Company does not undertake to provide Operator Transfer Service, Inward Assistance Service, Signal Transfer Point (STP) Access Service or Line Identification Database (LIDB) Access Service as described below, but may provide such optional service features to customers in conjunction with Ameritech and or other interconnecting Incumbent Local Exchange Carriers (ILECS) and Competitive Local Exchange Carriers (CLECS) where the Company may interconnect with such LECs and provide resale of the same. The rates and charges to customers will be determined as set forth in the relevant tariffs of the applicable LEC.

The Company reserves the right to provide Operator Transfer Service, Inward Assistance Service, Signal Transfer Point (STP) Access Service and Line Information Database Service in the future

## a. Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer end users to a designated customer, i.e., the end user request operator assistance from a customer who subscribes to Operator Transfer Service.

Non-recurring, monthly recurring and usage sensitive rates and charges apply to Operator Transfer Service.. Additionally, a charge specified in Section 6.4.1.D.1 following, is assessed the customer per call transferred.

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## b. Inward Assistance Service

Inward Assistance is an option, which provides for Operator to Operator assistance to attempt to determine the status of the line or for a general inquiry. The customer's operator may request assistance when a call originates outside of the LATA and the terminating number is within the Company's service area. The types of Inward Assistance, which may be provided, are described below. The Company operator only provides Inward Assistance for InterLATA calls. Busy Line Verification (BLV) is performed when an InterLATA customer requests assistance from a Company operator to determine if the called line is in use. The operator will access an existing "verify" trunk group terminating at the end office of the requested number. The Company operator does not complete the telephone call for the end user initiating the verification request. Only one BLV attempt will be made per customer operator telephone call and charge applies whether or not a conversation is detected.

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- Busy Line Interrupt (BLI) is performed when the company operator interrupts a telephone call in progress after Busy Line Verification occurs. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the call and will not complete the telephone call of the end user initiating the interrupt request. The operator will make only one BLI attempt per customer operator telephone call and a charge applies whether or not the called party releases the line.

- With Operator Assistance the Company Operator Services System (OSS) operator provides the customer's operator with general dialing or routing assistance. Inward calls from the customer's operator are routed over the trunks between the customer's premises and the Company TOPS Access Tandem serving the LATA. The customer will be charged for each Operator Assistance call.

- Verification and Interrupt charges will not apply if the requesting operator identifies the call as being to or from an official public emergency agency, and concerns official business involving such agency. An official agency is defined as a government agency which is operated by the federal, state or local government and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations.

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.1 General (Continued)

## 6.1.3 Rate Categories (Continued)

## A. Switched Transport (Continued)

## 4. Residual Charges

Residual Charges are rates and charges that may be assessed from time to time by the Company based upon expected and unexpected costs as well as on residual charges that may be charged by the Company's carrier from time to time. Examples of Residual Charges include a Competitive Access Provider Transport Residual Credit (CAPTRC) and charges applicable for differences in rates assessed for originating and terminating access minutes of use for services such as 500, 700, 900 and toll free numbers.

The rate application for the Residual Charge is set forth in Section 6.3.2.D and the rate is set forth in Section 6.4.1.

5. Dedicated Tandem Trunk Ports  
[RESERVED FOR FUTURE USE]

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.1 General (*Continued*)6.1.3 Rate Categories (*Continued*)

## B. End Office

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 local end office. The End Office rate category includes the Local Switching and Information rate elements. In addition certain end office optional features are provided at charges set forth in Section 6.4.2.A.1.

1. The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements, (2) the termination of local transport at end offices, (3) the termination of common lines and Dedicated Access Lines at end offices and (4) intercept functions, e.g., the termination of certain calls at a Company intercept operator or recording.

Various Common Switching, transport Termination end Dedicated Access Line Termination optional features are available and are described in Sections 6.3.1 through 6.3.3 following.

2. Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in and end office trunk port where traffic is transported between the serving wire center or the hub, and the end office. This rate is assessed for all trunk group services on a per LT-1 basis. Each Voice Grade trunk that terminates in an end office port is assessed 1/24<sup>th</sup> of the LT-1 rate.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.2 Obligations of the Customer

In addition to the obligation of the customer set forth in Section 2 preceding, the customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

## 6.2.1 Report Requirements

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

## A. Jurisdictional Reports

When a customer orders Switched Access Service for both interstate and intrastate use, the customer is responsible for providing reports as the Company may reasonably request in order that the Company can determine the portion of the customer's service which is subject to interstate charges. Such Interstate charges will be determined by prorating interstate and intrastate traffic.

## B. 500 NXX, 900 NXX and 800 NXX Code Reports

When ordering 500 Access Service, 900 Access Service or 800 Access Service, the customer must report the appropriate NXX code(s) to be instituted in each Company office at which the customer identification function is performed. The report must be updated by the customer each time a change is scheduled to occur, i.e., when a new code is to be added or an existing code is to be deleted. Such updated reports shall be provided at least 20 business days prior to the effective date of the change in order to allow the Company sufficient time to implement the change.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.2 Obligations of the Customer (*Continued*)

## 6.2.2 Supervisory Signaling

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

## 6.2.3 Trunk Group Measurement Reports

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

## 6.2.4 Design of Switched Access Services

When a customer orders Switched Access Service on a per line or per trunk basis, it is the customer's responsibility to assure that sufficient access services have been ordered to handle its traffic.

Section 6 – SWITCHED ACCESS SERVICE (Continued)6.3 Rate Regulations

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

## 6.3.1 Description and Application of Rates and Charges

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and non-recurring charges. These rates and charges are applied differently to the various rate elements as set forth in (D) following.

## A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

## B. Usage Rates

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

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.1 Description and Application of Rates and Charges (*Continued*)

## C. Non-recurring Charges

Non-recurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services). The types of non-recurring charges that apply for Switched Access Service are: administrative, design and central office connection, customer connection, rearrangement, 500 and 900 Access Services. Certain Optional Features also have separate non-recurring charges as described in (7) following. Application of non-recurring charges for service rearrangements is described in (5) following. The application of non-recurring charges to Data Base Services is described in (8) following. The application of non-recurring charges for Switched Transport Services is described in (10) following.

## 1. Design and Central Office Connection Charge

The Design and Central Office Connection Charge applies to each service installed, and is charged once per line for line side services. For customers requesting the installation or rearrangement of a single trunk, customer requesting the installation or rearrangement of a single trunk, customers requesting the installation or rearrangement of a single trunk, the Initial Trunk Charge will apply. For trunk side connections with multiple circuits at the same location for the same customer on the same order, with the work being completed at the same time, the Initial Trunk Charge will apply for the first trunk and the Additional Trunk Charge will apply for each additional trunk.

The non-recurring charges for design and central office connection are set forth in Section 6.4.3 following.

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)

6.3 Rate Regulations (*Continued*)

6.3.2 Description and Application of Rates and Charges (*Continued*)

C. Non-recurring Charges (*Continued*)

2. Customer Connection Charge

The Customer Connection Charge applies to each service installed, and is charged once per line or trunk. The charge applies whether the connection is physically made at the customer's serving office.

The Customer Connection Charge will not apply to each Switched Access Service line or trunk activated on an Entrance Facility unless the customer requests testing of the activated lines or trunks.

The non-recurring charges for customer connection are set forth in Section 6.4.3 following.

Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.2 Description and Application of Rates and Charges (*Continued*)C. Non-recurring Charges (*Continued*)

## 3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in Section 5.2.5 preceding. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in Section 6.3.4 following.

The Administrative Charge will apply for the following rearrangements only one such charge will apply per order. If the rearrangements are initiated by the Company, no charge will apply

- Change of customer assigned circuit identification
- Change of billing account number, when initiated by the customer
- Change of customer assigned test line number
- Change of customer of record where no physical relocation or rearrangement of the service is required. For the change of customer of record to be treated as a service rearrangement, the new customer must assume liability for both current and prior charges for the service.

For all other rearrangements, including the addition of, or modification to, optional features without separate non-recurring charges, both the Administrative Charge and the Design and Central Office Connection Charge will apply.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.2 Description and Application of Rates and Charges (*Continued*)C. Non-recurring Charges (*Continued*)

## 4. 500 Access Service Changes

A non-recurring charge as specified in Section 6.4.3.B following applies to each change involving the additions or deletions of 500 NXX codes to be routed to a customer in the operating territory of the Company. For each Company end office switch or access tandem in which translation changes are required to route 500 NXX calls to the customer, a one-time charge applies.

Additional charges apply for the initial loading of each 500 NXX code required to establish service and to any subsequent changes to these codes. If the changed 500 NXX codes are used for both interstate and intrastate 500 Access Service, the Percentage for interstate Use (PIU) will apply. The Administrative Charge will also apply. The Design and Central Office connection and Customer Connection Charge will not apply.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.2 Description and Application of Rates and Charges (*Continued*)C. Non-recurring Charges (*Continued*)

## 5. 900 Access Service Charge

A non-recurring charge as specified in Section 6.4.3.B following applies to each change involving the additions or deletions of 900 NXX codes to be routed to a customer in the operating territory of the Company. For each Company end office switch or access tandem in which translation changes are required to route 900 NXX calls to the customer, a one-time charge applies.

Additional charges apply for the initial loading of each 900 NXX code required to establish service and to any subsequent changes to these codes. If the changed 900 NXX codes are used for both interstate and intrastate 500 Access Service, the Percentage for interstate Use (PIU) will apply. The Administrative Charge will also apply. The Design and Central Office connection and Customer Connection Charge will not apply.

## 6. 800 Access Service Charge

A non-recurring charge as specified in Section 6.4.3.B following applies to each change involving the additions or deletions of 800 NXX codes to be routed to a customer in the operating territory of the Company. For each Company end office switch or access tandem in which translation changes are required to route 800 NXX calls to the customer, a one-time charge applies.

Additional charges apply for the initial loading of each 800 NXX code required to establish service and to any subsequent changes to these codes. If the changed 800 NXX codes are used for both interstate and intrastate 800 Access Service, the Percentage for interstate Use (PIU) will apply. The Administrative Charge will also apply. The Design and Central Office connection and Customer Connection Charge will not apply.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.2 Description and Application of Rates and Charges (*Continued*)

## D. Application of Rates

Premium rates apply to all line-switched or trunk-switched Access Service Access minutes that originate from or terminate at end offices.

## 1. Tandem-Switched Transport Rate Application

Tandem-Switched Transport rates are usage sensitive and are applied equally to all customers except as noted herein. The rate application for the Tandem-Switched Transport rate elements is as follows:

## a. Tandem-Switched Termination Rate

The Tandem-Switched Termination rate is assessed to all switched access minutes that are transported over Tandem-Switched Transport Services.

## b. Tandem-Switched Facility Rate

The Tandem-Switched Facility rate is assessed on a per minute per mile basis to all switched access minutes that are transported over Tandem-Switched Transport Services.

For the purpose of determining Tandem-Switched Facility mileage, distance will be measured as set forth in Section following.

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## c. Tandem-Switching Rate

The Tandem Switching Rate is assessed on a per access minute basis for all switched access minutes that are transported over Tandem-Switched Transport Services.

When Tandem-Switched Transport is ordered to a class 4/5 switch, the Tandem-Switched Termination and the Tandem-Switched Facility rates will apply. The Tandem Switching rate will not apply to access minutes that originate or terminate at the end office portion of the switch.

The rate for Tandem-Switched Termination, Tandem-Switched Facility and Tandem Switching are set forth in Section 6.4.1.

## 2. Entrance Facility and Direct Transport Service Rate Application

Switched Transport Entrance Facilities and Direct-Trunked Transport Services are provided via transmission facilities operating at three different transmission speeds. For Entrance Facilities and Direct-Trunked Transport Facilities there are Voice Grade (300 to 3000 Hz), LT-1 (1.544 Mbps) or LT-3 (44.736 Mbps) facilities. There are three levels of Direct-Trunked Transport Facility rates corresponding to the available transmission speeds. Virtual Direct-Trunked Transport Services are only available via transmission facilities operating at 1.544 Mbps and are offered at the same rate as LT-1 Direct-Trunked Transport Services.

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The Direct Transport rate category is composed of two flat rated monthly recurring rate elements. These are the Direct Transport channel Mileage Termination and the Direct Transport Channel Mileage rate elements.

One Direct Transport channel Mileage Termination charge applies per end of the Channel Mileage that terminates in the Company's serving area. the Channel Mileage Termination charge does not apply to Direct Transport circuits if the customer's serving were center and the end office are in the same central office.

The Direct Transport Channel Mileage charge applies per mile of interoffice transport provided over Direct Transport services. The Channel Mileage charge does not apply to Direct Transport circuits if the interoffice mileage is zero. The mileage measurement for determining the monthly rate for Direct Transport Channel Mileage is specified in Section 6.3.8.

The rates for Entrance Facilities, Direct transport Channel Mileage Termination and Direct Transport Channel Mileage are set forth in Section 6.4.4 following.

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## 3. Optional Payment Plan for LT-1 and LT-3 Switched Transport Services

## A. General

The Optional Payment Plan is a provision that allows a customer to select LT-1 and LT-3 Direct Transport and Multiplexing Services over a 12, 36 or 60 month payment period. Rates for service installed under any payment plan option will be determined on an Individual Case Basis (ICB), but in no event will such rates exceed the base monthly rate as set forth in Section.

LT-3 OPP Entrance Facilities are comprised of two rate elements. LT-3 Service Packages (SP) and LT-3 Service Channels (SC). LT-1 and LT-3 Switched Transport Service rates and charges for which the OPP is available are listed in Sections 6.4.1 and 6.4.4 following. Customers subscribing to the OPP will be subject to non-recurring charges as specified in Section 6.4.4.B for installation and rearrangements of services covered by the plan.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)

6.3 Rate Regulations (*Continued*)

6.3.2 Description and Application of Rates and Charges (*Continued*)

D. Application of Rates (*Continued*)

4. Residual Charges

When applicable, Residual Charges will apply to Local Switching and Competitive Access Provider Transport Residual Credit (CAPTRC) originating and terminating minutes of use. Any applicable Residual Charges will be determined on an Individual Case Basis (ICB).

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)6.3.2 Description and Application of Rates and Charges (*Continued*)D. Application of Rates (*Continued*)

## 5. Trunk Ports

## a. End Office Common Trunk Port Rate

The End office Common Trunk Port rate will apply to all originating and terminating minutes of use between the access tandem and the end office. This rate will also be assessed on access minutes of use terminating outside of the dial tone office, and all minutes of use originating or terminating at a RSS/RSM. The Common Trunk Port rate is assessed whenever the Tandem-Switched Termination rate applies.

## b. End Office Dedicated Trunk Port Rate

The End Office Dedicated Trunk Port rate is assessed on all direct-routed facilities between the serving wire center or the hub, and the end office terminating in an end office trunk port. The rate is assessed for all services on a per LT-1 basis. Each voice grade trunk terminating will be assessed 1/24<sup>th</sup> of the LT-1 rate. When Direct Transport is provided as an LT-3, LT-3 to LT-1 multiplexing is required.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)

## 6.3.3 Minimum Periods

Except as specified in Section 6.3.2.D.3. preceding, Switched Access Service is provided for a minimum period of one month.

## 6.3.4 Minimum Monthly Charge

Switched Access service is subject to a minimum monthly charge. The minimum monthly charge applies for the total capacity provided. The minimum monthly charge consists of the following elements:

The minimum monthly charge for the Local Switching and the Information Surcharge rate elements is the sum of the charges set forth in 6.4.2(A) and 6.4.5 following for the measured or assumed usage for the month.

For the Switched Transport rate element, the minimum monthly charge is assessed in terms of a Minimum Monthly Usage Charge (MMUC). If the actual Switched Transport usage charge for the month is higher than the MMUC, the customer pays the actual usage charge. If the Switched Transport usage charge is lower than the MMUC, the customer pays the MMUC. The MMUC is determined as set forth in 6.3.4 following. Rates for actual usage are set forth in 6.4.1(A). following the minimum monthly charge for chargeable optional features assessed on a per month basis is the monthly recurring rate.

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Section 6 – SWITCHED ACCESS SERVICE (*Continued*)6.3 Rate Regulations (*Continued*)

- 6.3.5 The MMUC billed to the customer for Switched Access Service ordered in BHMCs will be based on the total number of BHMCs (by type of BHMC) provided in or out of an end office (by type of service). For Switched Access Service ordered on a per line or trunk basis, the MMUC will be billed to the customer based on an assumed 30 BHMCs per line or trunk.

When actual measurement minutes do not exist, the customer will always be billed for the assumed average number of access minutes.

The MMUC (the minimum transport charge) does not apply at this time.

## 6.3.6 Moves

Moves involve a change in the physical location of one of the following:

- The point of termination at the customer's or the customer's end user premises
- The customer's premises

When a customer moves to either a new location within the same building or to a different building, the Administrative Charge and the Customer Connection Charge for the service affected will apply. A move will not be considered a discontinuance and start of new service unless there is a substantial change in the services furnished to the Customer, but the Customer will be considered to be continuing under the existing services contract with no change in the minimum period requirements.

## 6.3.7 Measuring Access Minutes

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

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.3 Rate Regulations (Continued)

## 6.3.8 Mileage Measurement

The mileage to be used to determine the Tandem-Switched Facility and Direct Transport Channel Mileage charges is calculated on the airline distance, as set forth in (A) through (D) following. The V&H coordinates method is used to determine the mileage. This method is set forth in the Exchange Carrier Association Tariff F.C.C. No. 4 for Wire Center Information (V&H coordinates).

To determine the rate to be billed, first compute the mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile. For Tandem Switched Transport, multiply the rounded mileage by the Tandem-Switched Facility rate and the access minutes to be billed. If the Switched Transport is Direct Transport, then multiply the rounded mileage by the corresponding Direct Transport Channel Mileage rate.

- A. For Tandem-Switched Facilities ordered on a usage sensitive basis between the end office and the customer's serving wire center, mileage between the end office and the customer's serving wire center will be measured as described in (D) following
- B. When Direct Transport is ordered to the end office, Direct Transport Channel Mileage is measured on an airline distance basis between the end office and the customer's serving wire center.
- C. When a customer orders either Tandem Switched Transport or Direct Transport to a Host office, the airline mileage between the customer's serving wire center and the Host office will be calculated using the V&H coordinate method.
- D. When a customer orders Direct Transport Services from its serving wire center to an access tandem, the mileage used to determine the monthly rate for the Direct Transport Channel Mileage is calculated on the airline mileage basis, between the customer's serving wire center and the access tandem. The V&H Coordinate Method is used to determine both mileage components.

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.3 Rate Regulations (Continued)

## 6.3.8 Mileage Measurement

- E. When a customer orders Direct Transport Services between its serving wire center and a tandem or a hubbing location or between a hub and an end office, the mileage used to determine the monthly rate for the Direct Transport Channel Mileage is calculated on the airline mileage basis, between the customer's serving wire center and the access tandem or hub, or between the hub and the end office, respectively. The V&H Coordinate Method is used to determine the mileage for each of the service configurations.

## 6.3.9 Information Surcharge

The Information Surcharge is a charge to recover costs that have been assigned to the information category through Parts 67 and 69 of the Commission's Rules.

The Information Surcharge is assessed to the customer based on the total number of access minutes. The rates are set forth in Section 6.4.5 following. The application of these rates is as set forth in Section 6.3.2.D preceding.

Section 6 - SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges

Pursuant to 47 CFR §61.25(b), Company adopts as its own the corresponding non-recurring originating and terminating per minute switched exchange access rates set forth below, contained in the following incumbent local exchange carrier tariffs on file with the Commission, when providing Service in the territory of the listed incumbent local exchange carrier:

(N)  
 |  
 (N)

6.4.1 Switched Exchange Access

(T)

The recurring per minute of use rate charged by the Company is the current rate set forth in the Ameritech Operating Companies Tariff F.C.C. No. 2 under the specified section for the States of Indiana, Illinois, Michigan, Ohio, and Wisconsin:

(T)

	Tariff Section	(M)*
A. Local Switching		
Local End Office Switching LS2	6.9.2.A	
Common Trunk Port	6.9.2.C	(M)
B. Tandem Switched Transport		
Tandem Switched Termination	6.9.1.A	(D)
		(T)
Tandem Switched Facility	6.9.1.A	(D)
		(T)
C. Tandem Switching		
Tandem Switching	6.9.1.A	(N)
		(N)
D. Multiplexing		
Multiplexing	6.9.1.A	(D)
		(D)
E. Host-Remote		
Host-Remote Transport Termination	6.9.1.A	(N)
Host Remote Transport Facility, Per Mile	6.9.1.A	(N)
		(M)^

(M)

\*Moved from Sheet No. 148.

^Moved to Sheet 148.

Section 6 - SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges

6.4.1 Switched Exchange Access

The recurring per minute of use rate charged by the Company is the current rate set forth in the Southwestern Bell Telephone Company Tariff F.C.C. No. 73 under the specified section for the State of Kansas:

	Tariff Section
A. Local Switching	
Local End Office Switching LS2	6.9.3.B
Dedicated End Office Port	6.9.3.B
B. Tandem Switched Transport	
Tandem Switched Termination	6.9.2.C
Tandem Switched Facility	6.9.2.C
C. Tandem Switching	
Tandem Switching	6.9.2.C
D. Multiplexing	
Multiplexing	6.9.2.C
E. Host-Remote	
Host-Remote Transport Termination	6.9.2.C

(N)

(N)

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges (Continued)

6.4.1 Switched Exchange Access (Continued)

F.	Network Blocking Charge		
	Network Blocking Charge	ICB	
G.	Chargeable Optional Features	<u>Rate</u>	
1.	Operator Transfer		
	- Per Call Transferred	\$0.65	
2.	Inward Assistance Service		
	- Per Busy Line Verification	0.99	
	- Per Busy Line Interrupt	1.20	
	- Per Operator Assistance	0.65	

(M)\*  
 |  
 (M)  
 (D)  
 (D)

6.4.2 End Office

A. [Reserved for Future Use]

(M)^  
 |  
 (M)  
 (T)

\*Moved from Sheet No. 147.

^Moved to Sheet 147.

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.2 End Office (Continued)

## B. Local Switching Optional Features

## 1. Common Switching Optional Features

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Non- recurring Charge</u>
Direct Inward Dialing (DID) Trunk Termination - Per Trunk Termination	ND2	\$ 21.25	\$ 89.08
Flexible Automatic Number Identification - Per CIC per End Office	CF3FP	\$ 1.04	None
PSP Line Identification - Per line equipped	CF3FP	\$ 1.04	None
Calling Billing Number Delivery (Automatic Number Identification) - Per Message	ANI	.000255	None
Basic Initial Message Delivery - Per Message		.000510	None

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 Section 6 – SWITCHED ACCESS SERVICE (*Continued*)
6.4 Rates and Charges (*Continued*)6.4.2 End Office (*Continued*)B. Local Switching Optional Features (*Continued*)

2.	Transport Termination Chargeable Options	<u>USOC</u>	Non-recurring <u>Charge</u>
	Tandem Signaling (Per Trunk Group)		
	- Multifrequency (MF)		\$ 244.80
	- Signaling System 7 (SS7)		244.80

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

## 6.4 Rates and Charges (Continued)

## 6.4.3 Non-recurring Charges

## A. Installation and Rearrangement Charges

	Design and Central Office Connection Charge <u>per Line or Trunk</u>	Customer Connection Charge <u>per Line or Trunk</u>
Line Side	\$ 255.00	\$ 425.00
- Rearrangement Charges	255.00	
Trunk Side		
- New Installations		\$ 12.75
- Initial Trunk	\$ 85.00	
- Additional Trunk	21.25	
- Rearrangement Charges		2.75
- Initial Trunk	85.00	
- Additional Trunk	24.25	

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

## 6.4 Rates and Charges (Continued)

## 6.4.3 Non-recurring Charges (Continued)

## A. Installation and Rearrangement Charges (Continued)

- Translations Only Rearrangements	<u>Charge</u>
- Serving Class Routing	\$ 42.50
- Per Trunk Group per End Office and/or Tandem, as applicable	59.50
- CIC Code Level/ Alternate Routing - per CIC Code per Trunk Group per End Office and or Tandem, as applicable	42.50  29.27

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

## 6.4 Rates and Charges (Continued)

## 6.4.3 Non-recurring Charges (Continued)

## A. Installation and Rearrangement Charges (Continued)

	<u>Charge</u>		
- Software Translations Trunk Rearrangements	\$ 42.50		
- Per Trunk per End Office and/or Tandem, as applicable	8.50		
- Records Only for Changes to:			
- Billing Account Number			
- Circuit ID Number			
- Test Line Number			
- Customer of Record			
- Tandem to Direct End Office Rerouting or End Office to Tandem Rerouting	42.50		
- Per Order			
- LT-1 (1.544 Mbps) Clear Channel Capability Option Rearrangements	<u>USOC</u>	<u>Charge</u>	
- Per LT-1 Direct Transport Channel	CZ6	\$ 297.50	

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.3 Non-recurring Charges (Continued)

## B. 500 Access Service, 900 Access Service and 800 Access Service

Additions or changes to 500 NXX codes Routed to a Customer	<u>USOC</u>	<u>Charge</u>
- Per Company End Office Switch or Access Tandem in which translation changes are required		
- Assembly of Rate and Route Pattern (applies only on initial request for 500 Access Service in a LATA)	RB5B	\$ 29.75
- Activation or deactivation of first 500 NXX code contained in a request	RB5C	21.25
- Activation or deactivation of each additional 500 NXX code contained in the same request	RB5D	8.50

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges (Continued)

6.4.3 Non-recurring Charges (Continued)

B. 500 Access Service, 900 Access Service and 800 Access Service  
 (Continued)

Additions or changes to 900 NXX codes Routed to a Customer	<u>USOC</u>	<u>Charge</u>
- Per Company End Office Switch or Access Tandem in which translation changes are required		
- Assembly of Rate and Route Pattern (applies only on initial request for 900 Access Service in a LATA)	N9E	\$ 29.75
- Activation or deactivation of first 900 NXX code contained in a request	NRG1X	15.30
- Activation or deactivation of each additional 900 NXX code contained in the same request	NRGAX	5.53

C. 800 Access Service, Per Query

Indiana, Illinois, Michigan, Ohio, and Wisconsin

(T)

Number Delivery Installation, Per Trunk	\$0.002297
First Trunk	115.00
Each Add'l Trunk	30.00
Per Order Charge	60.00

Kansas

(N)

800 NPAS Query	\$0.002531
Call Handling and Destination,	\$0.000271

(N)

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.3 Non-recurring Charges (Continued)

D.	Local Number Portability (LNP) Query Service	<u>Rate</u>
1.	LNP Query – - Per Query	0.004447

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport Services

## A. Monthly Rates (Continued)

1.	Entrance Facilities	Inter- state <u>Rate</u>
	- Per Point of Termination	
	Voice Grade	
	- Two Wire	19.98
	- Four Wire	35.28
	LT-1 (1.544 Mbps)	155.00

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6.4 Rates and Charges (Continued)

6.4.4 Switched Transport Services (Continued)

A. Monthly Rates (Continued)

1. Entrance Facilities (Continued)

- Per Point of Termination (Continued)

	Inter- state <u>Rate</u>		
LT-3 (44.736) Electrical	ICB	<u>USOC</u>	<u>Rate</u>
- Service Channel		340.00	

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## A. Monthly Rates (Continued)

1. Entrance Facilities (Continued)  
- Per Point of Termination (Continued)

	<u>USOC</u>	<u>Inter- state Rate</u>	
LT-3 (44.736) Optical	DS3012	10,710	
	DS3024	16,065	
		<u>USOC</u>	<u>Rate</u>
- Service Channel			\$ 255.00

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## A. Monthly Rates (Continued)

	<u>Inter- state Rate</u>
2. Direct Transport Channel Mileage Termination - Per Point of Mileage Termination - Voice Grade	12.54
- LT-1 (1.544 Mbps)	50.00
- LT-3 (44.736 Mbps)	254.00

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## A. Monthly Rates (Continued)

	<u>Inter- state Rate</u>
3. Direct Transport Channel Mileage - Voice Grade Per Mile	1.15
- LT-1 (1.544 Mbps)	18.00
- LT-3 (44.736 Mbps)	86.00

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## A. Monthly Rates (Continued)

	<u>Inter- state Rate</u>
4. Switched Transport Multiplexing - LT-1 to Voice Grade - Per Multiplexer	280.50

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## B. Non-recurring Charges

	Design Central Office Connection Charge per circuit <u>NRBLD</u>	Customer Connection Charge per termination <u>NRBLC</u>
- Voice Grade	\$ 148.75	\$ 233.75
- LT-1 (1.544 Mbps)	ICB	ICB
- LT-3 (44.736 Mbps)	ICB	ICB

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.4 Switched Transport services (Continued)

## C. Entrance Facilities

-Point of termination	Inter- state <u>Rate</u>
LT-1 (1.544 Mbps), First	1000.00
LT-1 (1.544 Mbps), Additional	940.00
LT-3 (44.736) Electrical	ICB
LT-3 (44.736) Optical	ICB

## D. Direct Transport

	Inter- state <u>Rate</u>
LT-1 (1.544 Mbps), First	310.00
LT-1 (1.544 Mbps), Additional	250.00
LT-3 (44.736) Electrical	ICB
LT-3 (44.736) Optical	ICB

## 6.4.5 Information Surcharge

Premium Rate	<u>Rate</u>
- Per Originating Access Minute	ICB

## 6.4.6 End User Common Line Charge

Residential local subscriber line	\$6.50
Single-line business subscriber line	\$6.50
Non-primary residential local subscriber line	\$7.00
Multi-line business subscriber line	\$9.20

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges (Continued)

6.4.7. Voice over Internet Protocol – Public Switched Telephone Network (“VoIP - PSTN”) Traffic

Company is entitled the full compensation on traffic exchanged with interconnecting carriers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service. 1

VoIP-PSTN Traffic will be subject to the applicable per minute rates set forth in Subsections 6.4.2.A., 6.4.2.B., and 6.4.2.C., above.

(N)

(N)

1 See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011) [“FCC Order”].

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Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.8 Calculations and Application of Percent-VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection 6.4.7, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a Company and user and the customer. The PVU will be derived and applied as follows.

- A. The Customer will calculate and furnish to Company a factor (the “PVC-C”) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-C 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.
- B. Company will similarly, calculate a factor (the “PVU-V”) representing the percentage of Company’s total intrastate and interstate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-V shall be based on information such as the number of Company’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.
- C. Company will use the PVU-C and PVU-V factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Company and user and the customer that is originated or terminated in IP format, whether at Company’s end, at the customer’s end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU\_C factor and (B) the PVU-AV factor times (1.0 minus the PVU-C factor).

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(N)

(N)

Section 6 – SWITCHED ACCESS SERVICE (Continued)6.4 Rates and Charges (Continued)

## 6.4.8 Calculations and Application of Percent-VoIP-PSTN Usage (Continued)

- D. Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . Company will bill 45% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-V is 10% and the PVU-C is 0%. The PVU factor is  $0\% = (100\% \times 10\%) = 10\%$ . Company will bill 10% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Company will bill 100% of the customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

- E. If the Customer does not furnish Company with a PVU-C pursuant to the preceding paragraph 1, Company will utilize a PVU-C equal to the PVU-V.
- F. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-C factor of zero.

## 6.4.9 Initial PVU Factor.

- A. If the PVU factor is not available and/or cannot be implemented in Company's billing systems by January 1, 2012, one the factor is available and can be implemented Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, Company will take the customer-specified PVU-C into account retroactively to January 1, 2012, provided that the customer provides the factor to Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-V, as specified in subsection 6.4.8.E. above.

(N)

(N)

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Section 6 – SWITCHED ACCESS SERVICE (Continued)

6.4 Rates and Charges (Continued)

6.4.10. PVU Factor Updates

The Customer may update the PVU-C factor quarterly using the method set forth in subsection 6.4.8, above. If the Customer chooses to submit such updates, it shall forward to Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Company will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

6.4.11 PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-C factor furnished to Company and a Customer may as Company to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors.

(N)  
|  
(N)

Section 7 – ADDITIONAL ENGINEERING, ETC.

In this section normally scheduled working hours are an employee’s scheduled work period in any given calendar day (e.g., 7:00 a.m. to 4:00 p.m.) for the application of rates based on working hours.

7.1 Additional Engineering

Additional Engineering will be provided by the Company at the request of the customer only when:

- A. A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.
- B. Additional engineering time is incurred by the Company to engineer a customer’s request for customized service.

The Company will notify the customer that additional engineer charges, as set forth in 7.1 following, will apply before any additional engineering is undertaken.

7.1.1 Charges for Additional Engineering

The charges for additional Engineering are as follows:

Additional Engineering Periods	<u>USOC</u>	First Half Hour or Fraction <u>Thereof</u>	Each Additional Half hour or Fraction <u>Thereof</u>
A. Basic Time, normally schedule working hours, per engineer	AEH	ICB	ICB
B. Overtime Outside of normally scheduled working hours, per engineer	AEH	ICB	ICB

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Section 7 - ADDITIONAL ENGINEERING, ETC (*Continued*)7.2 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Company. The Customer will notify the customer that additional labor charges as set forth in Section 7.2.6 following will apply before any additional labor is undertaken.

## 7.2.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

## 7.2.2 Overtime Repair

Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.

## 7.2.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service.

## 7.2.4 Testing and Maintenance with Other Companies

Testing and maintenance with other companies is that additional testing maintenance or repair of facilities which connect to facilities of other companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Company.

## 7.2.5 Other Labor

Other labor is that additional labor not included in Sections 7.2.1 through 7.2.4 preceding, including, but not limited to labor incurred to accommodate a specific customer request that involves only labor which is not covered by another section of this tariff.

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Section 7 - ADDITIONAL ENGINEERING, ETC (Continued)

7.2 Additional Labor (Continued)

7.2.6 Charges for Additional Labor

Additional Engineering Periods	<u>USOC</u>	First Half Hour or Fraction Thereof	Each Additional Half hour or Fraction Thereof
A. Installation or Repair			
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	ALH	ICB	ICB
- Premium time, outside of scheduled work day, per technician	ALH	ICB	ICB
B. Standby			
- Basic Time, normally scheduled working hours, per technician	ALT	None	ICB
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	ALT	None	ICB
- Premium time* outside of scheduled work day, per technician	ALT	None	ICB

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Section 7 - ADDITIONAL ENGINEERING, ETC (Continued)

7.2 Additional Labor (Continued)

7.2.6 Charges for Additional Labor (Continued)

Additional Engineering Periods	<u>USOC</u>	First Half Hour or Fraction Thereof	Each Additional Half hour or Fraction Thereof
C. Testing and Maintenance with other telephone companies and Other labor			
- Basic Time, normally scheduled working hours, per technician	ALK	ICB	ICB
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	ALK	ICB	ICB
- Premium Time* outside of scheduled work day, per technician	ALK	ICB	ICB

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Section 7 – ADDITIONAL ENGINEERING, ETC (*Continued*)7.3 Miscellaneous Services

## 7.3.1 Maintenance of Service

- A. When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a deregulated Maintenance of Service Charge for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- B. The customer shall be responsible for payment of a deregulated Maintenance of Service charge when the Company dispatches personnel to the customer's premises, and the trouble is in equipment, inside wire, or communications systems provided by other than the Company or in detariffed CPE or inside wire provided by the Company.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The charges for Maintenance of Services are deregulated.

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Section 8 – INTERCONNECTION SERVICES

8.1 Central Office Interconnection

8.1.1 General

Central Office Interconnection (COI) provides a customer with a Transmission Node; i.e., a Central Office Space in the Central Office equipment area and associated power and environmental conditioning to locate certain fiber optic facilities and Transmission Equipment as described in Section 8.1.2.A.2. following. The Company provides a customer a Transmission Node only to connect to certain Company provided Switched Access Services via Cross-Connection Service for Interconnection, described in Section 8.4, following. Central Office space is provided under COI cannot be a point of termination for any other service than those listed in Section 8.4.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)

## 8.1.2 Rules and Regulations

A. Central Office Interconnection (COI) will be provided subject to the following provisions:

1. COI arrangements are available on a first-come, first-served basis subject to the availability of space and facilities in each Central Office. Establishment of the order in which Central Office Space will be given to customers will be dependent upon the date and time that the Company receives a completed COI application. In the event that the customer desire COI in an office where COI is unavailable due to space limitations, the Company's receipt of a completed COI application will establish the priority in which space will be allocated to customers in the event space becomes available at a later date.

The customer will be required to pay fifty percent (50 %) of the Central Office Build Out (COBO) charge when they place their firm order for COI service, twenty-five percent (25 %) of the COBO charge half way between the firm order date and the COI service due date and the remaining twenty-five (25 %) of the COBO charge when the COBO work is completed.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)

## 8.1.2 Rules and Regulations

- A. Central Office Interconnection (COI) will be provided subject to the following provisions, (*Continued*):

1. (*Continued*):

When the Company receives the customer's firm order for Central Office Space, it will conduct a Pre-Construction Survey for each customer request for Central Office Space to identify all modifications and work required to provide the customer with the requested space. After the Pre-Construction Survey the customer must make itself available for a Company – customer meeting. After the Company – customer meeting, the customer will receive a written proposal for the provision of COI service from the Company. This proposal will detail the associated requirements and the tariffed charges required to meet the customer's specified COI request and the expected service date. The customer shall acknowledge acceptance of the tariff charges in this written proposal by signing it and returning a copy to the Company. Nothing herein shall obligate the Company to construct additional space or facilities or alter or diminish Company use of space in a Central Office in order to provide Central Office Space to the customer under this Tariff.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)

8.1 Central Office Interconnection (*Continued*)

8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

2. The Company will provide COI connection to the following, Switched Access and or special access services:

a. Switched Transport Connections

Voice Grade Direct Transport or Entrance Facilities or LT-1 (1.544 Mbps) Direct Transport or Entrance Facilities or LT-3 (44.736 Mbps) Direct Transport or Entrance Facilities, for use with the Switched Access Service.

Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

3. A customer may establish a Transmission Node at each Company Central Office where COI is available to which the customer constructs fiber option interconnection cable(s). The Transmission Node may be established subject to the following provisions:

a. The Company reserves the right to determine the configuration of Central Office Space available for a COI arrangement

The customer must utilize the Central Office Space for interconnection to the Company's Switched or Special Access services via the Company's Cross-Connect Service for Interconnection (CCSI).

The customer must comply with all conditions of the Switched or Special Access services to which they interconnect.

Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

3. (*Continued*)

b. The Company may place the customer's Transmission Node in an area or room in which the customer may locate the customer provided Transmission Equipment provided that the Transmission Equipment is used for cross-connection to the services listed in Section 8.1.2(A)(3). This equipment includes but is not limited to:

- Optical Line Terminating Multiplexers (OLTMs)
- Central Office Multiplexers
- Digital Cross-Connect Panels (DSX panels)
- Optical Cross-Connect Panels (OCX panels)
- Digital Loop Carrier (utilizing transmission capabilities only)
- Data Over Voice (DOV) equipment

Customers may locate other basic Transmission Equipment that does not represent a threat to the Company's network within the Company's premises provided that the Transmission Equipment is used for cross-connection to the services listed in Section 8.1.2(A)(3). The customer may not locate equipment to provide enhanced services, switching equipment or equipment to be used for hubbing within the Company's premises.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)

8.1 Central Office Interconnection (*Continued*)

8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

3. (*Continued*)

- c. All customer's Transmission Equipment to be installed in the Transmission Node must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment requirements, the Company Central Office environmental and transmission standards, the national Electric Safety Code (NEC) and any statutory (local, state and or federal) and or regulatory requirements in effect at the time of installation or that subsequently become effective.
- d. The Company will designate floor space within each Central Office which will constitute the Transmission Node. Customer's equipment will be placed in secured cabinets or cages, protected by lock and key, and accessible only by the customer. The Customer will be granted open and free access to its Transmission Node space in the Central Office.
- e. In addition to floor space, the Company will provide AC convenience power, DC power and DC battery, heat, air conditioning and other environmental supports and generator back-up to the customer's Transmission Node but the Company's obligations is limited to providing such services in substantially the same fashion as it provides such services to itself in the building in which the Transmission Node is located.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)

8.1 Central Office Interconnection (*Continued*)

8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

3. (*Continued*)

f. The Company will permit the customer's employees, agents and contractors, to have access to the areas where the customer's Transmission Node is located at all times, provided that the customer's employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security.

Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)

A. Central Office Interconnection (COI) will be provided subject to the following provisions (*Continued*):

4. The customer will be responsible for servicing, supplying, repairing, installing and maintaining its Transmission Equipment located in the Central Office Transmission Node.

Additionally, at the discretion of the customer, the Company will install the customer provided outside plant entrance cable and riser cable. Hourly rates for such services are described in Section 8.2 following.

5. The Customer will be responsible for any extraordinary costs incurred by the Company to prepare the Central Office for the installation of the Customer's Transmission Node and for extraordinary costs to maintain the Central Office for the customer's Transmission Node on a going forward basis. The Company will charge for these costs on a time-sensitive or time and materials basis.
6. The Customer will be responsible for notifying the Company of any significant outages within the customer's Transmission Node which could impact any of the services offered by the Company, and provide estimated clearing time for restoral.
7. The Company maintains the right to maintain control of underlying facilities for interconnected Switched Access and or Special Access services up to the point(s) of termination.
8. The customer is responsible for coordinating with Company to ensure that services are installed in accordance with the service request.
9. The customer is responsible for testing, if necessary, with the Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a customer provided service.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)A. (*Continued*)

10. If the Company determines it is necessary for the customer to move its Transmission Node within a Central Office, the customer is required to do so. All moves required by the Company will be explained to the customer, in writing, prior to the move. The Customer will be responsible for the costs associated with the removal, transport and reinstallation of the customer's equipment.
11. Before beginning delivery, installation, replacement or removal work for equipment and or facilities located within the Transmission Node, the Customer must obtain the Company's written approval of customer proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Company may request additional information before granting approval and may require scheduling changes. The customer must submit written plans for equipment to be installed in the transmission Node prior to commencing installation.
12. The Company reserves the right to inspect the customer's completed installation of equipment and facilities occupying a Transmission Node and associated Entrance Conduit and riser Space whenever equipment is installed in order to assure compliance with policies and procedures of the Company pertaining to fire, safety and security as well as other regulations set forth in this Tariff.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)A. (*Continued*)

13. The customer shall be permitted to use a portion of the Central Office and loading areas; if available, on a temporary basis during the customer's equipment installation work in the Transmission Node. All equipment deliveries requiring signatures of receipts must be signed by a Customer representative. No Company employee will accept delivery of customer's equipment. The customer is responsible for protecting the Company's equipment and central office wall and flooring with the staging area and along the staging route. The customer will store equipment and materials within the Transmission Node when work is not in progress. No storing of equipment and materials is overnight will be permitted in the staging area(s). The customer will meet all Company fire, safety and environmental requirements. This temporary staging area will be vacated and delivered to the Company in a broom-clean condition upon completion of the installation work. The Company may assess a cleaning charge for failure to comply with this obligation.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection (*Continued*)8.1.2 Rules and Regulations (*Continued*)A. (*Continued*)

14. The Company agrees to hold in confidence information provided to it by the customer pursuant to this tariff, and information known to the Company as a result of the interconnection of equipment contained in the Transmission Node to Company facilities and services. Similarly, the customer agrees to hold in confidence information provided to it by the Company pursuant to this Tariff; and information known to the customer as a result of its presence in Company spaces. Neither party is obligated to hold in confidence information that:
  - a. was already known to the customer or Company free of any obligation to keep such information confidential;
  - b. was or becomes public available by other than an unauthorized disclosure; or
  - c. was rightfully obtained from a third party not obligated to hold such information in confidence.
15. The Company is not liable for any act or omission of the Customer in the furnishing of service to the customer's patrons.
16. The customer's employees, agents and or contractors may only work on, modify, or have access to the customer's equipment or facilities.

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Section 8 – INTERCONNECTION SERVICES (*Continued*)8.1 Central Office Interconnection

## 8.1.3 Rate Categories

## A. Order Charge

The Order Charge rate category provides for the processing of the COI application associated with a request for Central Office Floor Space within each Central Office and, provides for preliminary work needed to determine if the Central Office Floor Space requested in the customer's COI application is available. This charge is not dependent upon the amount of floor space requested. The Order Charge will be applied once per COI application and is a non-recurring charge.

## B. Central Office Floor Space

The Central Office Floor Space rate category provides for nominal square foot increments of floor space located in the Central Office equipment areas in Company designated Central Offices used and occupied by the customer for COI. The Central Office Floor Space rate will include the associated environmental supports such as heating, AC power and air conditioning equivalent to the Central Office equipment environment at that location.

## C. Central Office Build Out

The Central Office Build Out (COBO) rate category provides for modifications or additions that must be made to the Central Office to accommodate a customer's Transmission Node. The COBO rate category is composed of two non-recurring rate elements: the initial 100sq. ft. COBO charge and the additional 100 sq. ft. COBO charge. Charges for extraordinary costs incurred by the Company to prepare the Central Office for the installation of the customer's Transmission Node are added to the COBO charge.

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges

## 1. Central Office Interconnection

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
A. Order Charge			
-Per COI Application	SP1S0	N/A	ICB
B. Central Office Floor Space	SP1ST	ICB	N/A
C. Cable Vault Splicing			
-Per Initial Splice Only	SP1S1	N/A	ICB
-Per Subsequent Splice	SP1S2	N/A	ICB
D. Splice Testing			
-Per Initial Splice Test	SP1T1	N/A	ICB
-Per Subsequent Splice Test	SP1T2	N/A	ICB
E. Cable Pulling From Manhole to Cable Vault			
-Per First Foot	SP1V1	N/A	ICB
-Per Additional Foot	SP1VA	N/A	ICB
F. Cable Pulling from CableVault to Transmission Node			
-Per First Foot	SP1W1	N/A	ICB
-Per Additional Foot	SP1WA	N/A	ICB
G. Riser Space			
-Per Foot	SP1CB	ICB	N/A

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges (Continued)

## 1. Central Office Interconnection (Continued)

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
H. Entrance Conduit -Per Inner Duct Foot	SP1CA	ICB	N/A
I. Power Consumption -Per Fuse AMP	SP1PA	ICB	N/A
J. Power Delivery -Per Power Lead	SP1PP	N/A	ICB
K. 200 Conductor Electrical Block Cross-Connection Block -Per Block	EPJCX	ICB	N/A
L. Digital Cross-Connect Panel (DSX) -Per DSX-3 Termination (1 DS3 termination)	DXZD3	ICB	N/A
-Per DSX-1 Panel (Up to 56 DS1 terminations)	DXZD1	ICB	N/A
M. Optical Cross-Connect Panel (OCX) -Per OCX Panel Segment	SP1PZ	ICB	N/A

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges (Continued)

## 2. Virtual Optical Interconnection Service

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
A. Service Order Charge			
-Per Order	SP1S0	N/A	ICB
B. Optical Line			
1. Entrance Facility			
-Per Foot	SP1EF	ICB	N/A
2. Riser			
-Space Per Foot	SP1RC	ICB	N/A
-Per Fiber Termination	SP1RT	ICB	N/A
3. Cable Vault Splicing			
-Per Initial Splice Only	SP1S1	N/A	ICB
-Per Subsequent Splice	SP1S2	N/A	ICB
4. Splice Testing			
-Per Initial Splice Test	SP1T1	N/A	ICB
-Per Subsequent Splice Test	SP1T2	N/A	ICB

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges (Continued)

## 2. Virtual Optical Interconnection Service (Continued)

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
B. Optical Line (Continued)			
5. Cable Pulling From Manhole to Cable Vault	SP1V1	N/A	ICB
-Per First Foot	SP1VA	N/A	ICB
-Per Additional Foot			
6. Cable Pulling from Cable Vault to LGX Panel			
-Per First Foot	SP1W1	N/A	ICB
-Per Additional Foot	SP1WA	N/A	ICB
7. Diverse Riser			
-Per floor traversed	SP1RS	N/A	ICB
C. Equipment Bay			
-Per 7' Bay Installed (Company provided \ installed)	OMUAE	ICB	ICB
-Per 7' Bay Installed Customer provided \ installed pre-packaged)	OMUAS	ICB	N/A

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges (Continued)

## 2. Virtual Optical Interconnection Service (Continued)

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
D. Project Management Fee			
-Per Initial 7' Bay Installed on initial or Subsequent Order	NRBPU	N/A	ICB
-Per Additional 7' Bay Installed on Initial or Subsequent Order	NRBPU	N/A	ICB
-Per Initial Shelf Installed on Subsequent Order	NRBPW	N/A	ICB
-Per Additional Shelf Installed on Same Subsequent Order	NRBPX	N/A	ICB
-Per Bay Rearrangement and or Miscellaneous Work	NRBPZ	N/A	ICB
E. Power Consumption			
-Per Fuse AMP	SP1PN	ICB	N/A
F. Power Delivery			
-Per 7' Bay Installed	SP1PP	N/A	ICB

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Section 8 – INTERCONNECTION SERVICES (Continued)8.2 Rates and Charges (Continued)

## 2. Virtual Optical Interconnection Service (Continued)

	<u>USOC</u>	<u>Monthly</u>	<u>Non-recurring Charge</u>
G. 200 Conductor Electrical Block Cross-Connection Block -Per 200 Conductor Electrical Cross-Connection Block	EPJCX	ICB	N/A
H. Digital Cross-Connect Panel (DSX) -Per DSX-3 Termination (1 DS3 termination)	DXZD3	ICB	N/A
-Per DSX-1 Panel (Up to 56 DS1 terminations)	DXZD1	ICB	N/A
I. Optical Cross-Connect Panel (OCX) -Per OCX Panel Segment	SP1PZ	ICB	N/A
J. Digital Timing Source -Per Timing Circuit	SP1TV	ICB	N/A
K. Through-Connect -Per DSX-1 to DSX-1	CVXDX	ICB	ICB
-Per OCX to OCX	CVXDX	ICB	ICB

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