

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
1170 Peachtree Street NE, Suite 900  
Atlanta, Georgia 30309

FCC Tariff No. 5  
2<sup>nd</sup> Revised Title Page  
Cancels 1<sup>st</sup> Revised Title Page

(T)

Issued: July 14, 2015

**Transmittal No. 109**  
**ACCESS SERVICES**

Effective: July 16, 2015

Regulations and Schedule Of Interstate  
Charges Governing the Provision Of  
Switched Access and Dedicated Telecommunications  
Services For Connection To Communications  
Facilities Within Connecticut, Maine, Maryland, Massachusetts,  
New Hampshire, New York, Ohio, Pennsylvania,  
and Rhode Island Furnished By

THE CHOICE ONE COMPANIES  
D/B/A EARTHLINK BUSINESS

And Its Concurring Carriers

Between Points In The United States As Specified Herein

Access services are provided by means of wire, fiber optics, radio or any  
other suitable technology or combination thereof.

Originally Effective on October 1, 2011.

**The Choice One Companies  
d/b/a EarthLink Business**

Issued by: Senior Regulatory Counsel  
4001 Rodney Parham Road  
Little Rock, Arkansas 72212

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10<sup>th</sup> Revised Page 1  
Cancels 9<sup>th</sup> Revised Page 1

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**ACCESS SERVICES**

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**CHECK SHEET**

This tariff includes the Title Page through Page 173. All pages in this tariff are effective as of the date shown on the respective page(s). Original and revised pages named below comprise of all changes from the original tariff.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	2 <sup>nd</sup> Rev.		106	6 <sup>th</sup> Rev.	137	1 <sup>st</sup> Rev.
1	10 <sup>th</sup> Rev.	*	107	6 <sup>th</sup> Rev.	139	1 <sup>st</sup> Rev.
2	1 <sup>st</sup> Rev.		108	6 <sup>th</sup> Rev.	139.1	2 <sup>nd</sup> Revised *
3	1 <sup>st</sup> Rev.		109	6 <sup>th</sup> Rev.	160	1 <sup>st</sup> Rev.
4	1 <sup>st</sup> Rev.		110	6 <sup>th</sup> Rev.	169	Original
6	1 <sup>st</sup> Rev.		111	6 <sup>th</sup> Rev.	170	Original
6.1	1 <sup>st</sup> Rev.		112	6 <sup>th</sup> Rev.	171	Original
7	1 <sup>st</sup> Rev.		113	6 <sup>th</sup> Rev.	172	Original
9	1 <sup>st</sup> Rev.		114	6 <sup>th</sup> Rev.	173	Original
9.1	1 <sup>st</sup> Rev.		115	1 <sup>st</sup> Rev.		
35	1 <sup>st</sup> Rev.		116	1 <sup>st</sup> Rev.		
61	1 <sup>st</sup> Rev.		120	1 <sup>st</sup> Rev.		
61.1	Original		121	1 <sup>st</sup> Rev.		
62	1 <sup>st</sup> Rev.		122	1 <sup>st</sup> Rev.		
103	1 <sup>st</sup> Rev.		127	1 <sup>st</sup> Rev.		
105	6 <sup>th</sup> Rev.		132	1 <sup>st</sup> Rev.		

\* - New or Revised Pages

**The Choice One Companies**  
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**CONCURRING CARRIERS**

Choice One Communications of Connecticut Inc.  
Choice One Communications of Maine Inc.  
Choice One Communications of Massachusetts Inc.  
Choice One of New Hampshire Inc.  
Choice One Communications of New York Inc.  
Choice One Communications of Ohio Inc.  
Choice One Communications of Pennsylvania Inc.  
Choice One Communications of Rhode Island Inc.  
Choice One Communications of Vermont Inc.  
Choice One Communications of Virginia Inc.

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**SYMBOLS**

When changes are made in any Tariff sheet, a revised sheet will be issued replacing the Tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

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

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**ACCESS SERVICES**

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**SECTION 1 - GENERAL REGULATIONS**

**1.1 Application Of Tariff**

- 1.1.1 This tariff (the "Tariff") contains the regulations and rates applicable to interstate switched and dedicated access telecommunications services provided by the Company for telecommunications between points within the United States. The Company's services are furnished subject to the availability of Facilities and subject to the terms and conditions of this Tariff.
- 1.1.2 The rates and regulations contained in this Tariff apply only to the services furnished by the Company. These services may be offered over the Company's own Facilities or facilities it resells.
- 1.1.3 The Customer is entitled to limit the use of the Company's services by End Users at the Customer's facilities, and may use other Carriers in addition to or in lieu of the Company; provided, however, that the Customer shall make payment pursuant to this Tariff for all use of the Company's services by Customer, its Users, and other End Users.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff as approved, authorized, or permitted by the Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specified in each individual contract.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 Definitions

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

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

**ACCESS SERVICE** – Includes all services and facilities provided by the Company for the origination or termination of any interstate or foreign telecommunications or other communications services that have the ability to reach the public switched telephone network (“PSTN”) regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol (“IP”) or other technology, except that VoIP-PSTN Traffic (see definition below) is classified separately, as discussed in Section 11 of this Tariff

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**ACCESS TANDEM** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between the Company’s Facilities and a Customer's Premises.

*Material originally found on this page is now found on page 6.1.*

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## **SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

### **1.2 Definitions (Cont'd.)**

**ANSWER SUPERVISION** - The transmission of the switch Trunk equipment supervisory signal (off-hook or on-hook) to the Customer's Point of Termination as an indication that the called party has answered or disconnected.

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

**CARRIER OR COMMON CARRIER** - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio, including but not limited to Exchange Carriers, Interexchange Carriers, CMRS providers, and other Wireless Providers.

**CENTRAL OFFICE** - A Company switching system where Company facilities are used to (i) provide the functionalities of an End Office Switch or Tandem Switch or any other switching function; (ii) exchange service Customer station loops (including loops that have been concentrated at a Remote Switching Location) are terminated for purposes of interconnection to each other and to trunks.

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

**COMMERCIAL MOBILE RADIO SERVICE ("CMRS")** - Cellular and PCS service that originates or terminates on a wireless handset and has Calls routed through a Mobile Telephone Switching Office.

**COMMISSION** - Federal Communications Commission

**COMPANY OR THE CHOICE ONE COMPANIES** - The Choice One Companies Inc. d/b/a EarthLink Business, the issuer of the Tariff, and its concurring subsidiaries.

**COMPANY FACILITIES (3<sup>rd</sup> Party Tandem Provider)** - Switched Transport rates apply to terminating traffic that traverses a tandem switch that is not owned by the Company (the terminating carrier) or its affiliates.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.2 Definitions (Cont'd.)**

**CUSTOMER** - The person, firm or corporation which directly, indirectly, or constructively orders or otherwise receives access service under this service and is responsible for the payment of charges and compliance with the Company's regulations. Should a Customer use the Company's access service as specified in this Tariff, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges set forth in this Tariff. (T)

**CUSTOMER DESIGNATED PREMISES** - The Premises at which a Customer is deemed to receive or deliver traffic for origination or termination of Access Services, as applicable, including third party tandem sites designated by Customer for this purpose. (T)  
|  
(T)

**END OFFICE SWITCHING** - Switching function to interconnect End user connections (including connections that have been concentrated at a Remote Switching Location) with each other or with trunks. The Company may provide End Office Switching at the same switching center from which it provides Tandem Switching or other intermediary switching functions. (T)  
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(T)

**END USER** - A person or entity that is a subscriber to, or customer of, the business and residential services of the Company or of its VoIP Provider Partners. (T)  
(T)

**ENTRY SWITCH** - First point of switching.

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

**EXCHANGE CARRIER** - Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation, or other entity engaged in the provision of local exchange telephone service, CMRS, or other wireless services.

**FACILITIES** - Denotes any cable, poles, conduit, Carrier equipment, wire center distribution frames, Central Office switching equipment, etc., utilized to provide the service offered under this Tariff.

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**ACCESS SERVICES**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 Definitions (Cont'd.)

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating end office to the Customer Premises.

**INTEREXCHANGE CARRIER** - Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation, or other entity engaged in the provision of communication for hire by wire or radio, between two or more exchanges.

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

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

**LOCAL ACCESS AND TRANSPORT AREA (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL CALLING AREA** - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a Call without incurring toll usage charges.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line.

**ON-HOOK** - The idle condition of Switched Access Service or a telephone exchange line.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.2 Definitions (Cont'd.)

**POINT OF TERMINATION** - The point of demarcation within a Customer Designated Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications Facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

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

**REMOTE SWITCHING LOCATION** - A collocation arrangement, node or point on the Company's network through which multiple End User's lines are concentrated for connection to a Company's Central Office.

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

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

**TANDEM SWITCHING** – Switching between two or more carriers or other intermediary switching functions. The Company may provide Tandem Switching in the same location at which End Office Switching is provided.

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

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

*Material originally found on this page is now found on page 9.1.*

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## **SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

### **1.2 Definitions (Cont'd.)**

**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.

**UNE-P SWITCHED TRANSPORT** - Service that traverses a tandem switch that is not owned by the company or its affiliated but is connected through a UNE-P configuration. **(T)**  
**(T)**

**USER** - A Customer or any other person or entity who uses service provided under this Tariff.

**VOIP PROVIDER** – For the purposes of this Tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol (“IP”) format.

**VOIP PROVIDER PARTNER** – any VoIP Provider that uses the Company’s services to exchange traffic with the PSTN.

**VOIP-PSTN TRAFFIC** – traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

**WIRE CENTER** - A physical location in which one or more Central Offices, used for the provision of exchange services, are located.

**WIRELESS PROVIDER** - Any Carrier authorized to operate as a provider of cellular, personal communications, paging, CMRS, or any other form of wireless transmission.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company**

**1.3.1 Undertaking of the Company**

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

**1.3.2 Obligation of the Company**

In furnishing Facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its Facilities to its Customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the United States.

- A. The Company reserves the right to 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.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as facilities the Company may obtain from other Carriers to furnish service from time to time as required at the sole discretion of the Company.

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

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.2 Obligation of the Company (Cont'd.)**

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

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

Whenever Facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2 as amended August 7, 1946.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.3 Liability of the Company**

- A. The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in this Tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. 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 federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of 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-out, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (i) any act or omission of any entity furnishing to the Company or the Company's Customers' facilities or equipment used for or with the services the Company offers; or (ii) the acts or omissions of any other Carriers.
- D. 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 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.3 Liability of the Company (Cont'd.)**

- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the Premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable for such installations. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to the Premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.



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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.3 Liability of the Company (Cont'd.)**

- J.** The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's Facilities;
  2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's Facilities;
  3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  4. Any act or omission in connection with the provision of 911, E911 or similar services;
  5. Any noncompletion of Calls due to network busy conditions;
  6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's Facilities, including usage such as, but not limited to, unauthorized Calls, unauthorized use of calling cards, and toll or usage fraud; and
  7. Any placement of Calls from the Customer's Premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.3 Liability of the Company (Cont'd.)**

**K. Claims**

1. The Company shall be indemnified, defended and held harmless by the Customer, End User, or User against any claim, loss, or damage arising from Customer's, End User's, or User's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's, End User's or User's own communications.
2. The Company shall be indemnified, defended and held harmless by the Customer, End User, or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
3. 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.
4. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.3 Liability of the Company (Cont'd.)**

- L. 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.
- M. 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.
- N. 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.
- O. Compatibility

The Company is not liable for any incompatibility between the Company's Services, Facilities, or equipment and any non-Company services, facilities, or equipment used by the Customer, User, or End User.

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**ACCESS SERVICES**

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.4 Testing, Maintenance and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company Facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

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

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.5 Non-Routine Installation**

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

**1.3.6 Ownership of Facilities**

Title to all Facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the Facilities and associated equipment provided by the Company hereunder.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.7 Rights-of Way**

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

**1.3.8 Services Provided by Other Carriers**

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.9 Governmental Authorizations**

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Service Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

**1.3.10 Assignment**

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

**1.3.11 Network Management**

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.12 Use of Service**

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.

**1.3.13 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, 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.

**1.3.14 Blocking of Service**

The Company's Facilities cannot be used to originate Calls to other Carrier or information provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.



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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.15 Allowances for Interruption in Service**

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of Call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (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 services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
  - 1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.3 Undertaking Of The Company (Cont'd.)

1.3.15 Allowances for Interruption in Service (Cont'd.)

D. (Cont'd.)

2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
  - a. the monthly rates;
  - b. the assumed minutes of use charge; or
  - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.15 Allowances for Interruption in Service (Cont'd.)**

**E. No credit allowance will be made for:**

1. Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other Carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other Carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the Premises at which the Company provided service is interrupted or terminated;
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
6. Interruptions of service due to circumstances beyond the control of the Company.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.16 Transmission Specifications**

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

**1.3.17 Provision of Service Performance Data**

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

**1.3.18 Acceptance Testing**

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

**1.3.19 Routine Testing**

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

**1.3 Undertaking Of The Company (Cont'd.)**

**1.3.20 Determination of the Number of Transmission Paths**

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

**1.3.21 Trunk Group Measurement Reports**

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

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.4 Prohibited Uses

- 1.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- 1.4.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- 1.4.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.4.4 A Customer may not use the services so as to interfere with or impair service over any Facilities and associated equipment, or so as to impair the privacy of any communications over such Facilities and associated equipment.
- 1.4.5 Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 1.4.6 The services of the Company shall not be used to transmit impermissible content.
- 1.4.7 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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**SECTION 1 - GENERAL REGULATIONS (CONT'D.)**

1.5 Notice To Company For Cancellation Of Service

Customers billing under a month-to-month or expired contract may terminate service by providing Company thirty (30) days written notice of desire to terminate service.

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**ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Use Of Facilities And Services**

**2.1.1 Use of Service**

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this Tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. 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.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.1 Use Of Facilities And Services (Cont'd.)

2.1.1 Use of Service (Cont'd.)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.1 Use Of Facilities And Services (Cont'd.)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary Facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary Facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Use Of Facilities And Services (Cont'd.)**

**2.1.3 Customer-Authorized Use**

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 a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

**2.1.4 Use and Ownership of Equipment**

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Use Of Facilities And Services (Cont'd.)**

**2.1.5 Minimum Use Contracts**

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.2 Minimum Period Of Service**

The minimum period of service is one month except as otherwise provided in this Tariff. The Customer must pay the regular tarified 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.

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.

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.

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.3 [Reserved for Future Use]

(D)

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(D)

2.4 Payment For Service Rendered

2.4.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, Users, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Payment For Service Rendered (Cont'd.)**

**2.4.2 Deposits**

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.4 Payment For Service Rendered (Cont'd.)

2.4.2 Deposits (Cont'd.)

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

2.4.3 Advance Payments

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

2.4.4 Payment of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and Facilities furnished to the Customer by the Company as set forth in this Tariff or by mutual written agreement of the parties.

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4.B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4.B. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Payment For Service Rendered (Cont'd.)**

**2.4.4 Payment of Charges (Cont'd.)**

- B. All charges are due and payable by the next bill date (i.e., same date in the following month as the bill due date) and are payable in immediately available funds.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8.1 and Section 2.8.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.4 Payment For Service Rendered (Cont'd.)**

**2.4.5 Returned Check Charge and Collections Fees**

- A. The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.
- B. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5 percent a month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company

**2.4.6 Late Payment Charges**

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- A. a rate of 1.5 percent per month; or
- B. the highest interest rate which may be applied under state law for commercial transactions.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Disputed Bills**

**2.5.1 General**

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

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in (A) above by the due date for the billing period in question.

**2.5.2 Late Payment Charge**

- A. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.4.6, preceding.
- B. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- C. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.5 Disputed Bills (Cont'd.)**

**2.5.3 Adjustments or Refunds to the Customer**

- A. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- B. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- C. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- D. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

**2.5.4 Disputes Resolved in Favor of the Company**

In the event that the billing dispute is resolved in favor of the Company, the withheld disputed amount and the late payment charge(s), as set forth in Sections 2.4.6 and 2.5.2 are due and payable in immediately available funds by the next bill due date.

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**ACCESS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.6 Taxes And Other Surcharges**

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

**Universal Service Fund (USF)**

In connection with the FCC's Universal Service Orders, the Company will pay a percentage of its retail revenues to support the Universal Service Fund ("USF"). The Company will pass-through the USF assessment to its Customers by assessing a surcharge equal to the most recent USF contribution factor(s) established by the Universal Service Administrative Company ("USAC").

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

**2.7 Inspection, Testing And Adjustment**

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

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

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.8 Suspension Or Termination Of Service**

**2.8.1 Suspension or Termination for Nonpayment**

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
  - 1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
  - 2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Suspension Or Termination Of Service (Cont'd.)

2.8.2 Exceptions to Suspension and Termination

D. Access service shall not be suspended or terminated for:

1. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
2. Nonpayment for service for which a bill has not been rendered;
3. Nonpayment for service which have not been rendered;
4. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
5. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.8 Suspension Or Termination Of Service (Cont'd.)**

**2.8.3 Verification of Nonpayment**

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Suspension Or Termination Of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment

A. General

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

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Suspension Or Termination Of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment (Cont'd.)

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

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

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

C. Abandonment or Unauthorized Use of Facilities

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Suspension Or Termination Of Service (Cont'd.)

2.8.4 Termination for Cause Other Than Nonpayment (Cont'd.)

D. 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.

2.8.5 Emergency Termination of Service

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations Of The Customer**

**2.9.1 Damages**

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

**2.9.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such Facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.9.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing Facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all Facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations Of The Customer (Cont'd.)**

**2.9.3 Equipment Space and Power (Cont'd.)**

Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

**2.9.4 Testing**

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.9.5 Design of Customer Services**

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

**2.9.6 Network Contingency Coordination**

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.9 Obligations Of The Customer (Cont'd.)

2.9.7 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating Calls from the call detail records generated via the switched network, and bill usage according to such determination. A Call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A Call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the Call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer should update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20<sup>th</sup> of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations Of The Customer (Cont'd.)**

**2.9.7 Jurisdictional Reports (Cont'd.)**

In the absence of a Customer-provided percent interstate use, with respect to those cases where it is not possible for the Company to determine the jurisdiction of the Call from the call detail records, the Company will apply a default percent interstate use of eighty percent (80%) to such access traffic. The amount deemed interstate in nature will be subject to assessment by the Company pursuant to the terms of this Tariff, and the remaining minutes and/or Facilities or other services will be assessed by the Company under the terms of the applicable state access Tariff or, if applicable, other written agreement between the Customer and the Company.

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

The Company reserves the right to verify the percents on the Customer's jurisdictional reports by examination of the underlying data. The Company may submit a request for verification in writing to the Customer. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

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

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations Of The Customer (Cont'd.)**

**2.9.8 Mixed Interstate and Intrastate Access Service**

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

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

**2.9.9 Measurement of Access Minutes**

Customer traffic will be measured (recorded or assumed) by the Company at End Office Switches or Access Tandem switches. Originating and terminating Calls will be measured or imputed to determine the basis for computing chargeable Access Minutes for all applicable billing elements.

With Multifrequency Address Signaling, usage measurement begins when the originating Entry Switch receives the acknowledgment wink supervisory signal forwarded from the Customer's Point of Termination. For originating Calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the Entry Switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the Entry Switch.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.9 Obligations Of The Customer (Cont'd.)**

**2.9.9 Measurement of Access Minutes (Cont'd.)**

For terminating Calls, the measurement of Access Minutes begins when the terminating Entry Switch receives Answer Supervision from the terminating End User's end office, indicating the terminating End User has answered.

The measurement of terminating call usage ends when the terminating Entry Switch receives disconnect supervision from either the terminating End User's office, indicating the terminating End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the Entry Switch.

**2.9.10 Network Congestion**

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.10 Automatic Number Identification**

**2.10.1 General**

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

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

**2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer**

This Option provides for the end office capability of providing up to 7 digits of the uniform Access Code (950-10XX) to the Customer Premises. The Customer can request that only some of the digits in the Access Code be forwarded. The Access Code digits would be provided to the Customer Premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.10 Automatic Number Identification (Cont'd.)

2.10.3 Regulations

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

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's Call or transaction, or for performing a service directly related to the telephone subscriber's original Call or transaction, or for performing a service directly related to the telephone subscriber's original Call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing Calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.10 Automatic Number Identification (Cont'd.)

2.10.3 Regulations (Cont'd.)

- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all Calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.
- H. The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the End Office Switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.11 Determination Of Mileage**

Services for which rates are mileage sensitive are rated on the airline distance between the Company's Central Office and/or Remote Switch Location, as applicable, and the Customer Designated Premises.

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**ACCESS SERVICES**

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer Designated Premises (or an interconnection point established through Direct Connects) and an end user or other customer's Premises. It provides for the use of common terminating, switching and trunking Facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate Calls from an End User or other customer's Premises to a Customer Designated Premises (including a collocated interconnection location on an interconnection point established through Direct Connects) and to terminate Calls from a Customer Designated Premises (including a collocated interconnection location or an interconnection point established through Direct Connects) to an End User or other customer's Premises.

The application of rates for Switched Access Service is described in the remainder of this Section 3. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

In conjunction with Switched Access Service, the Company may provide SMS Database Query Service, which in connection with the origination of Calls dialed by an End User to telephone numbers beginning with prefixes associated with toll free Calls, such as without limitation "800" or "888," provides for the query of the SMS database with respect to such Calls to identify the Carrier to whom the Call will be delivered.

**3.2 Rate Categories**

**3.2.1 Service Configuration**

Switched Access service supports traffic that terminates to or originates from the Customer Designated Premises or an interconnection point established through Direct Connects and which traverses the Company's network through the use of a tandem switch. The application of rates and charges for services when Standard Access is provided is set forth in Section 3.3.2.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 Rate Categories (Cont'd.)**

**3.2.2 Switching**

Switching provides for the use of Tandem, End Office and/or remote switching equipment, as applicable. The following rate elements may be provided in connection with Switching as further specified in Sections 3.3.1 and 3.3.2 following:

- A. Tandem Switching, which is assessed per access minute when Calls are switched by the Company between two or more Carriers. For purposes of clarification, Tandem Switching (in addition to any and all other applicable elements) will also be assessed on all tandem routed calls that originate from or terminate to an End User where the Company's services or Facilities as used by Customer are provided via the Unbundled Network Element Platform or where the Company otherwise performs a tandem switching function.
- B. End Office Switching, which provides the local end office switching functions at a Company Central Office switch as well as applicable optional vertical features.
- C. Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international Calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.
- D. Shared Trunk Port, an element of local switching, provides for the termination of common transport trunks. The Shared Trunk Port rate is assessed on a usage sensitive basis.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 Rate Categories (Cont'd.)**

**3.2.3 Common Transport Service**

Common Transport Service includes the following elements:

- A. Transport Termination, which provides for the Trunk side arrangements between the Company's switching systems (whether End Office or Tandem) and either a Customer Designated Premise or a Remote Switching Location. These facilities terminate the Transport Facilities. The number of Transport Terminations provided will be determined by the Company. (T)  
(T)
- B. The Transport Facility provides for the provision of transmission Facilities between 1) the Customer Designated Premises and the Company's Central Office where the Customer traffic is switched to originate or terminate the Customer's communication and/or 2) between the Company's Central Office where the Customer traffic is switched and the Remote Switching Location through which the traffic is originated or terminated. The Transport Facility is a two-way voice frequency transmission path composed of Facilities determined by the Company. 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.
- C. Common Multiplexing – Common Multiplexing is provided on a usage sensitive basis. Multiplexing is required to convert common switched Facilities from one operating speed to another operating speed, such as a conversion from 44.736 Mbps to an operating speed of 1.544 Mbps and/or from 1.544 Mbps to 64 kbps or any other similar type of conversion.



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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.2 Rate Categories (Cont'd.)

3.2.4 Toll Free Traffic Delivery Service

Toll Free Traffic Delivery Service is an access service in which the Company transports toll free traffic originated by a third party who is not an End User or other user of (i) the Company's local exchange or exchange access service or (ii) the Company's VoIP Provider Partners' services through its wire center to an Interexchange Carrier Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Traffic Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Delivery Service are set forth in Section 3.8 of this Tariff.

3.2.5 Use of Direct Trunking for 8YY Service

Direct trunked transport facilities used as a component of 8YY Service are described in Section 10 of this Tariff.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 Rate Categories (Cont'd.)**

**3.2.6 Other Charges**

**(T)**

- A. Network Blocking Charge - The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive Trunk group blocking occurs on groups carrying Calls and the measured Access Minutes for that hour exceed the capacity purchased. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.
- B. SMS Data Base Query Charge - This charge will apply for each toll-free 8YY Call database query from the SMS database, an SMS Database Query, performed by Company. This charge applies to all toll-free Calls placed by any End User, regardless of the type of access (e.g., Switched Access or Direct Connects) ordered from or otherwise provided by the Company. **(T)**
- C. Optional Features - Other optional features may be available on an individual case basis.

**3.3 Switched Access Arrangements**

Unless Customers affirmatively order another method of access, such as Direct Connects as described in Section 10, Customers originating or terminating Calls through the Company's network connect with the Company's network through a tandem switch Usage sensitive charges described in this Section 3 apply to such Switched Access arrangement. The application of these charges will be determined based on the actual rate elements furnished by the Company in connection with a Call.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.4 Serving Central Office And Remote Switching Locations**

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Office(s). Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
CT	HRFRCT0370Z	4687	1372	HRFRCT03	4687	1372
CT	HRFRCTSHDS0	4687	1372	BLFDCT00HB1	4682	1385
				BRFRCT00HB1	4785	1324
				BRLNCT00	4719	1362
				BRPTCT01HE1	4841	1360
				BRSTCT00HB1	4730	1394
				CHSHCT01HB1	4755	1366
				CRWLCT00HB1	4715	1351
				DRBYCT00HB1	4805	1366
				EHRTCT01HB1	4682	1369
				EHVNCT00HB1	4792	1336
				ENFDCT01HB1	4639	1393
				FRTNCT00HB1	4709	1386
				GLBYCT00HB1	4690	1356
				GUFDCCT00HB1	4771	1308
				HMDNCT00HB1	4779	1348
				HRFRCT03HB1	4687	1373
				HRFRCTASHB1	4687	1373
				HRFRCTCRHB1	4686	1372
				HRFRCTDWHB1	4687	1372
				HRFRCTSHHB1	4687	1372
				MDSNCT01HB1	4763	1296
				MDTWCT00HB1	4720	1341
				MLFRCT00HB1	4820	1348
				MNCHCT00HB1	4670	1354
				MRDNCT00HB1	4740	1358
				NGTCCT00HB1	4772	1384
				NHVNCT00HB1	4770	1345
				NMFRCT00HA1	4793	1442
				NWBRCT00HB1	4715	1373

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
CT	HRFRCTSHDS0	4687	1372	NWHNCT02HB1	4790	1342
				NWHNCT03HB1	4792	1342
				NWHNCTGOHB1	4792	1343
				NWNTCT00HB1	4705	1368
				OLSYCT00HB1	4739	1269
				PLVLCT00HB1	4723	1384
				RKVLCT00HB1	4647	1357
				SMBYCT00HB1	4680	1403
				SMFRCT01HB1	4897	1388
				SMFRCTATHB1	4897	1388
				STTNCT00HB1	4736	1376
				TRTNCT00HB1	4725	1435
				WHFRCT01HB1	4691	1377
				WHFRCT02HB1	4696	1379
				WLKSCT00HB1	4654	1389
				WNDSTCT00HB1	4670	1380
				WNSTCT00HB1	4699	1444
				WLFRCCT00HB1	4755	1348
				WSHNCT00HB1	4800	1340
				WSTVCT00HB1	4792	1350
				WTFDCT00HB1	4696	1363
				WTRBCT00HB1	4761	1391
				WTTWCT00HB1	4760	1405
MA	SPFDMAXLDS1	4514	1329	CMBSMAAZ	4424	1255
				ORNGMASM	4508	438

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	SPFDMAXLDS1	4617	1406	AGWMMAROHAC	4628	1410
				AMHRMASPHAA	4566	1435
				BRPKMAWIHAA	4612	1401
				CHCPMARIHAC	4612	1414
				CHCPMAWEHAA	4604	1415
				EHMPMARAHA	4600	1440
				ELNMMAPLHAA	4619	1392
				GNFDMACHHAC	4537	1475
				HLVKMAMAHAA	4605	1424
				INORMARLHA1	4601	1401
				LDLWMAWIHAA	4599	1400
				LGMDMALOHA1	4627	1400
				NATNMAMAHAA	4587	1442
				PLMRMAPLHA1	4584	1381
				PTFDMAFE	4626	1539
				SPFDMAWOHAE	4620	1408

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	SPFDMAXLDS1	4617	1406	SDFDMACO	4557	1461
				SPFDMAAT	4618	1406
				SPFDMAWOHAK	4620	1408
				SPFDMAXL	4617	1406
				WAREMABA	4558	1384
				WLBRMAMAHAA	4599	1391
				WSFDMAWAHAA	4633	1430
MA	WRCSMACEHAX	4514	1330	PLMOMACO	4450	1144

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	WRCSMACEHAX	4514	1329	NBFRMAAEHAN	4532	1131
				PLMOMACOHAG	4450	1144
				WRCSMACEHAP	4514	1330
				NBFRMAAEHAN	4532	1131
				WRCSMACE	4514	1330
				WRCSMANK	4514	1329
				ACTNMAMA	4444	1317
				ANDVMAEL	4379	1301
				ATHOMARI	4499	1428
				AYERMAPL	4441	1344
				BSTNMAHA	4423	1249
				CHFRMANO	4411	1319
				CHTWMABM	4419	1254
				CLTNMACH	4475	1335
				CMBSMAAZ	4424	1255
				FLRVMANM	4543	1170
				FRMNMAUN	4472	1284
				FTBGMAMA	4458	1374
				GFTNMAWO	4511	1308
				GNDLMASU	4506	1334
				GRNRMAWE	4479	1397
				HLDNMAHO	4505	1348
				HVHLMAWI	4352	1310
				LMNSMASC	4464	1361
				LWLLMAAP	4399	1320
				LWRNMACA	4373	1310
				MLBRMAGR	4522	1314
				MLFRMAWA	4507	1277
				MRBOMAFZ	4477	1309
				MRBOMAMA	4473	1308
				NBFDMASM	4542	1365
				NBFRMAAE	4532	1131
				NRBOMASC	4489	1313

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	WRCSMACEHAX	4514	1329	NTCKMAEC	4463	1274
				ORNGMASM	4508	1438
				SBDGMAMA	4569	1332
				SHRWMAGR	4505	1318
				STBGMAMA	4569	1346
				TNTNMAPL	4503	1190
				WBSTMANE	4558	1309
				WHVLMAPA	4526	1291
				WRCSMA02	4512	1330
				WRCSMA05	4514	1327
				WRCSMACE	4514	1330
				WRCSMANK	4514	1329



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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	WRCSMANKDS0	4514	1329	ACTNMAMAHAK	4444	1317
				ANDVMAELHAM	4379	1301
				ATHOMARIHAA	4499	1428
				AYERMAPLHAA	4441	1344
				CHFRMANOHAL	4411	1319
				CLTNMACHHAA	4475	1335
				FLRVMANMHAO	4543	1170
				FRMNMAUNHBL	4472	1284
				FTBGMAMAHAC	4458	1374
				GFTNMAWOHAA	4511	1308
				GNDLMASUHAC	4506	1334
				GRNRMAWEHAA	4479	1397
				HLDNMAHOHAA	4505	1348
				HVHLMAWIHAI	4352	1310
				LMNSMASCHAC	4464	1361
				LWLLMAAPHAW	4399	1320
				LWRNMACAHAZ	4373	1310
				MLBRMAGRHAH	4522	1314
				MLFRMAWAHAH	4507	1277
				MRBOMAMAHAT	4473	1308
				NBFDMASMHAA	4542	1365
				NBFRMAAEHAN	4532	1131
				NRBOMASCHAE	4489	1313
				NTCKMAECHAT	4463	1274
				SBDGMAMAHAA	4569	1332
				SHRWMAGRHAH	4505	1318
				STBGMAMAHAA	4569	1346
				TNTNMAMPLHAM	4503	1190

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
MA	WRCSMANKDS0	4514	1329	WBSTMANEHAA	4558	1309
				WRCSMACEHAX	4514	1330
ME	PTLDMEFOX6Y	4121	1334	AGSTMESTHAC	3964	1369
				BATHMEHI	4033	1317
				BCPTMECE	3818	1291
				BDFRMEJEHAH	4168	1335
				BLFSMEWA	3864	1295
				BLHLMEMPL	3823	1244
				BNGRMEPAHAE	3777	1322
				BNHMMEME	3846	1489
				BRFRMEYA	3752	1378
				BRTNMEFI	4097	1444
				BRWKMEEVHAC	4047	1335
				BTHRMEEA	4021	1286
				BWHMMEMA	4042	1286
				BWVLMEBP	3720	1427
				CALSMECH	3561	1207
				CARBMEHI	3362	1541
				CLTNMEML	3878	1386
				CMDNMEELHAA	3908	1270
				CRNTMEMA	3770	1381
				DEISMEYA	3864	1227
				DRHRMEWE	3878	1266
				DVFXMEMA	3760	1431
				DXFDMEKI	3991	1484
				DXTRMEMA	3793	1415
				ELWOMEMAHAC	3785	1243
				ESPTMEST	3578	1132
				FCVLMESA	3329	1644
				FRPTMECU	4071	1344
				FRTNMEHI	3939	1462
				GUFDMEDI	3778	1448
				HLTNMECO	3465	1411
				HRSNMEYA	4085	1449
				KNDSME01	4121	1334
				LMRCMEBS	4169	1404
				LNCLMEWB	3658	1374

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
ME	PTLDMEFOX6Y	4121	1334	LSFLMEAD	4042	1359
				LSTNMEASHAC	4042	1391
				LVFLMEUN	3975	1442
				MCFLMEPL	4057	1415
				MCHSMECB	3658	1157
				MILOMEEL	3724	1413
				MLBRMEYA	3708	1185
				MLNCMEPE	3630	1440
				MNSNMEBL	3772	1478
				NDRGMEAUHAC	4115	1345
				NRWFMECM	3957	1334
				NRWYMEFA	4054	1445
				NSFRMESP	4209	1367
				NWPTMEMA	3823	1387
				NWSWMEWE	3360	1566
				OKLDMEWG	3916	1396
				PRISMESE	3391	1514
				PRTNMEMC	3586	1246
				PTFDMEEA	3842	1391
				PTLDME02	4120	1334
				PTLDMECC	4120	1334
				PTLDMECM	4121	1334
				PTLDMEFOHAC	4121	1334
				PTLDMEOD	4120	1334
				RCMDMESO	4001	1341
				RDFDMEWI	3968	1403
				RKLDMELIHAA	3928	1261
				RKWDMEYA	3729	1563
				RMFRMEHE	3998	1496
				RNGLMEPL	3937	1567
				SCBOMBPHAA	4140	1334
				SKWHMENO	3878	1429
				SLLVMEYA	3767	1219
				SNFRMECHHAG	4209	1367
				SPLDMEESHAC	4123	1331
				VNBRMESJ	3305	1577

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
ME	PTLDMEFOX6Y	4121	1334	VNHNMENH	3909	1221
				WDLDMEOH	3581	1218
				WLLSMEYA	4220	1320
				WLTOMERC	3961	1464
				WNHMMEGR	4120	1368
				WNPTMEOA	3813	1308
				WSBKMEAE	4124	1346
				WSBKMEASHAE	4128	1350
				WSCSMEWA	4002	1312
				WTVLMEAPHAC	3906	1387
				YORKMELS	4247	1309
				YRMOMESO	4089	1346
NH	MNCHNHFWDS1	4358	1386	BDFRNHAMHAA	4370	1390
				CNCRNHSHOAA	4326	1427
				CNCRNHSHOAH	4326	1427
				DOVRNHTHHAG	4261	1344
				DRHMNHMCHAA	4277	1342
				DRRYNHEBHAF	4359	1355
				ERRLNHYA	4018	1600
				EXTRNHCEHAC	4305	1322
				HMPNNHWIHAC	4301	1301
				JCSNNHTH	4130	1513
				KEENNHWAAH	4446	1482
				KGTNNHBA	4323	1329
				LACNNHNMHAE	4263	1464
				LACNNHNMHAF	4263	1464
				MLFRNHSHOAC	4401	1387
				MNCHNHAC	4354	1388
				MNCHNHCOHAJ	4354	1388
				MNCHNHCOHAL	4354	1388
				MNCHNHFW	4358	1386
				MNCHNHNI	4358	1386
				MRDTNHWAAH1	4246	1486
				MRMCNHYAHAE	4380	1373
				NASHNH08	4392	1354
				NASHNHGRHAC	4398	1350
				NASHNHND	4394	1356

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NH	MNCHNHFWDS1	4358	1386	NASHNHWPFAI	4395	1356
				NASHNHWPFAK	4395	1356
				PLSTNHMAHA1	4345	1319
				PTMONH07	4273	1319
				PTMONHISHAJ	4270	1313
				PTRBNHCOHA1	4422	1433
				ROCHNHWEHAC	4252	1370
				RYBHNHCEHAC	4286	1301
				SALMNHNBHAI	4366	1330
				WLBONHGSHA1	4228	1440
				DRHMNHMCHAA	4277	1342
				MNCHNHNI	4358	1386
NY	ALBYNY80DS0	4640	1629	ALBYNY80	4640	1629
				ALBYNYGDHAC	4640	1653
				ALBYNYGDHAN	4640	1653
				ALBYNYPS	4640	1629
				ALBYNYSSHAE	4640	1631
				ALBYNYSSHAN	4640	1631
				ALBYNYSSHAX	4640	1631
				ALBYNYWAHAE	4639	1640
				ALBYNYWAHAF	4639	1640
				ALBYNYWB	4639	1631
				AMSTNYPEHAC	4632	1725
				BALSNYBAHAC	4588	1689
				CAIRNYCA	4725	1615
				CLPKNYCPHAC	4609	1659
				DLMRNYDAHAC	4652	1636
				EGLVNYGLHAC	4613	1683
				EGRBNYEGHAC	4645	1615
				GLFLNYGFHAE	4514	1706
				GLFLNYGFHAF	4514	1706
				HDSNNYHDHAC	4713	1581

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	ALBYNY80DS0	4640	1629	LTHMNYTSHAC	4623	1644
				LTHMNYTSHAE	4623	1644
				NGRNNYNGHAA	4625	1624
				PLBGNYPB	4255	1869
				SCHNNYSCHAA	4629	1675
				SCHNNYSCHAC	4629	1675
				SRSPNYSRHAC	4568	1691
				SSCHNYSOHAC	4637	1673
				TROYN03HAC	4611	1636
				TROYN03HAE	4611	1636
				TROYN04HAC	4620	1632
				TROYN04HAE	4620	1632
				WNHMNYWM	4748	1648
NY	PGHKNYSHJMD	4821	1524	KGTNNYKGHAA	4790	1565
				LKKTNYLK	4781	1570
				MNTINYMT	4905	1618
				NWBRNYNWHAA	4865	1510
				PGHKNYFA	4819	1526
				PGHKNYSHHAA	4822	1525
				PGJKNYSP	4828	1518
				PHNCNYPH	4793	1627
				WPFLMYWF	4839	1510

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	SYRCNY02DS0	4797	1990	ATWPNYAW	4544	2070
				AUBNNYAUHAC	4857	2029
				AXBANYAX	4548	2127
				BAVLNYBVHAC	4794	2028
				CICRNYCJHAA	4772	2003
				CLAYNYOSHAC	4785	2016
				CMLSNYONHAA	4806	2002
				CPNHNYZP	4605	2039
				CRLDNYCRHAE	4880	1937
				DLGVNYDG	4659	1820
				FYVLNYFVHAA	4788	1969
				GENVNYGN	4907	2076
				GVRNNYGO	4907	2076
				HOMRNYHM	4872	1942
				HRKMNYHC	4692	1838
				ITHCNYYHHAG	4938	1957
				ITHCNYPGHAA	4931	1958
				LTFLNYLS	4677	1823

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	SYRCNY02DS0	4797	1990	MARNNYMR	4877	2137
				MCGRNYMG	4872	1924
				MDRDNYMK	4404	2082
				MSSNNYMQ	4349	2077
				NSYRNYNSHAA	4781	1999
				NWRKNYNK	4886	2113
				OGBGNYOG	4445	2121
				ONEDNYODHAA	4743	1931
				OSWGNYSOSHAC	4760	2088
				PNYNNYPN	4950	2058
				PTSDNYPS	4404	2055
				RDCKNYRC	4815	2090
				ROMENYRMHAC	4704	1922
				ROMENYRMHAF	4704	1922
				SKNTNYSEHAA	4842	2013
				SODSNYSD	4848	2133
				SYRCNY02	4797	1990
				SYRCNYDDHAC	4791	1995
				SYRCNYEPHAE	4791	2002
				SYRCNYGSHAA	4794	1983
				SYRCNYJSHAA	4789	1987
				SYRCNYNH	4783	1986
				SYRCNYSAHAA	4805	1983
				SYRCNYSUHAF	4797	1990
				SYRCNYSW	4797	1990
				SYRCNYTB	4798	1990
				TLLYNYTY	4838	1952
				UTICNYNT	4703	1879
				UTICNYUTHAH	4703	1879
				UTICNYUTHAI	4703	1879
				WLCTNYWC	4829	2099
				WTRLNYWT	4889	2065
				WTTWNYUNHAK	4612	2080



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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	SYRCNYSUDS5	4797	1990	CLAYNYOSHAC	4785	2016
				CMLSNYONHAA	4806	2002
				CRLDNYCRHAE	4880	1937
				ITHCNYIHHAH	4938	1957
NY	SYRCNYSUDS5	4797	1990	ITHCNYPGHAA	4931	1958
				NSYRNYNSHAA	4781	1999
				SYRCNY02	4797	1990
				SYRCNYDDHAC	4791	1995
				SYRCNYEPHAE	4791	2002
				SYRCNYGSHAA	4794	1983
				SYRCNYJSHAA	4789	1987
				SYRCNYSAHAA	4805	1983
				SYRCNYSUHAU	4797	1990

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	BFLONYFKDS0	5075	2327	AMHRNYMPHAA	5040	2329
				ARCDNYAE	5099	2225
				BATVNYBTHAC	4993	2249
				BFLONYBAHAA	5065	2322
				BFLONYELHAA	5070	2331
				BFLONYFK	5075	2327
				BFLONYFRHAC	5076	2327
				BFLONYGO	5074	2328
				BFLONYHEHAA	5064	2335
				BFLONYHEHAA	5064	2335
				BFLONYSE	5059	2328
				BFLONYSPHAA	5077	2316
				DNKRNYDK	5189	2339
				EAURNYEAHAA	5073	2279
				GDISNYGIHAA	5061	2354
				HMBGNYHBHAA	5102	2301
				LCPTNYLKHAA	5008	2338
				LNCSNYLCHAA	5054	2302
				LSTNNYMA	2037	2384
				NGFLNYPOHAA	5053	2375
				NGFLNYWOHAA	5043	2369
				NWFNNYMA	4988	2354
				ORPKNYSTHAA	5084	2296
				TNWNNYTWHAA	5060	2337
				WSNCNYUNHAA	5074	2304
				WSVLNYNCHAA	5049	2320
				WSVLNYNCHAO	5049	2320

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	BNGHNYWVDS0	4943	1836	BATHNYBH	5032	2052
				BGFLNYBF	5033	1976
				BNGHNYCX	4943	1837
				BNGHNYHYHV1	4943	1837
				BNGHNYWV	4943	1836
				CPTWNYZW	4744	1787
				CRNGNYCG	5043	1993
				CTONNYZN	5056	1979
				DVPTNYDT	4776	1746
				EMIRNYEMHAC	5028	1955
				ENDCNYEN	4956	1855
				GRGRNYGG	4762	1687
				HRNLNYHL	5065	2097
				HSHDNYHH	5017	1965
				JHCYNYJCHV1	4945	1844
				ONNTNYOAHAA	4799	1772
				OWEGNYOW	4975	1884
				SAYRPAXS	5021	1901
				SMFRNYQM	4765	1709
				WRCSNYUC	4746	1750
				WTGLNYWG	4983	1999
				WVRLNYWV	5020	1907

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	ROCHNY11GT0	4912	2194	BCPTNYXAH00	4931	2245 (C)
				BITNNYXAH03	4924	2187
				CANDNYXAH00	4931	2117
				DNSVNYXAH00	5027	2130
				ERCHNYXAH02	4911	2173
				FAPTNXXBH00	4912	2159
				FRTNNYXA	4924	2133
				GENSNYXAH00	4996	2176
				HNRTNYXAH00	4936	2184
				HOFLNYXAH00	4947	2166
				PNFDNYXAH00	4903	2169
				ROCHNY01	4919	2181
				ROCHNY11	4912	2194
				ROCHNYCT	4913	2194
				ROCHNYEI	4914	2193
				ROCHNYLN	4915	2199
				ROCHNYXA	4913	2195
				ROCHNYXBH03	4912	2194

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
NY	ROCHNY11GT0	4912	2194	ROCHNYXCH02	4913	2189
				ROCHNYXDH01	4917	2196
				ROCHNYXEH00	4911	2201
				ROCHNYXFH01	4906	2196
				ROCHNYXGH00	4903	2207
				ROCHNYXHH01	4906	2189
				ROCHNYXJH00	4907	2215
				ROCHNYXKH02	4925	2205
				ROCJNYEG	4913	2193
				VCTRNYXAH00	4925	2146
				WBSTNYXAH00	4891	2182
				WBSTNYXB	4886	2177
OH	YNTWOHID5MD	5557	2354	BDMNOH75H04	5573	2347
				CNFDOH02H02	5581	2360
				LRTPOH75H05	5546	2360
				NILSOH65H05	5553	2379
				POLDOH75H01	5568	2339
				STRTOH75	5561	2340
				YNTWOH74H08	5557	2354
				YNTWOH78H07	5565	2350
				YNTWOH79H04	5562	2362
				YNTWOHID	5557	2354

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	CLMBOHFQDS4	5973	2554	BEVLOH92	5822	2261
				BLPROH42	5976	2266
				CLMBOH11HAK	5972	2554
				CLMBOH23H18	5966	2541
				CLMBOH25H09	5970	2549
				CLMBOH26H15	5960	2562
				CLMBOH27H22	5980	2563
				CLMBOH29H17	5968	2558
				CLMBOH44H09	5976	2549
				CLMBOH47H20	5952	2550
				CLMBOH86H26	5960	2530
				CLMBOHFQ	5972	2555
				CLMCOHFI	5971	2554
				CNWIOH83H07	5978	2513
				CSTNOH62	5816	2427

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	CLMBOHFQDS4	5973	2554	DBLNOH89H37	5954	2585
				DRSDOH75	5858	2431
				GLPLOH44	6118	2309
				GVCYOH87H11	5995	2558
				HLRDOH87H14	5973	2585
				LNCDOH65H06	5984	2469
				LONDOH85	6025	2610
				MRFYOH63	5750	2246
				MRTTOH37	5938	2272
				NLVLOH75	5999	2387
				NRWCOH87	5864	2384
				NWLXOH34	5950	2412
				SCVIOH69	5767	2269
				UPAROH45H20	5962	2574
				UPAROH48H23	5970	2566
				VNTNOH38	6099	2348
				WACHOH33	6090	2570
				WEVLOH88H26	5939	2560
				WOFDOH47	5845	2262
				WOTNOH88H47	5949	2572
				WOTNOHRY	5944	2572
				ZNVLOH45	5890	2410

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	CLMBOH11X7Y	5972	2554	CLMBOH11	5972	2554
OH	CLMBOH11XMZ	5973	2554	BEVLOH92	5822	2261
				BLPROH42	5976	2266
				CLMBOH11	5972	2554
				CLMBOH23	5966	2541
				CLMBOH25	5970	2549
				CLMBOH26	5960	2562
				CLMBOH27	5980	2563
				CLMBOH29	5968	2558
				CLMBOH44	5976	2549
				CLMBOH47	5952	2550
				CLMBOH86	5960	2530
				CLMBOHFQ	5972	2555
				CLMCOHFI	5971	2554
				CNWIOH83	5978	2513



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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	CLMBOH11XMZ	5973	2554	CSTNOH62	5816	2427
				DBLNOH89	5954	2585
				DRSDOH75	5858	2431
				GLPLOH44	6118	2309
				GVCYOH87	5995	2558
				HLRDOH87	5973	2585
				LNCSOH65	5984	2469
				LONDOH85	6025	2610
				MRFYOH63	5750	2246
				MRTTOH37	5938	2272
				NLVLOH75	5999	2387
				NRWCOH87	5864	2384
				NWLXOH34	5950	2412
				SCVIOH69	5767	2269
				UPAROH45	5962	2574
				UPAROH48	5970	2566
				VNTOH38	6099	2348
				WACHOH33	6090	2570
				WEVLOH88	5939	2560
				WOFDOH47	5845	2262
				WOTNOH88	5949	2572
				WOTNOHRY	5944	2572
				ZNVLOH45	5890	2410

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	AKRNOHERDS0	5640	2472	AKRNOHER	5640	2472
				AKRNOH25	5637	2472
				AKRNOH72	5644	2466
				AKRNOH78	5636	2462
				AKRNOH86	5636	2482
				AKRNOHET	5640	2472
				AKRNOHNI	5639	2472
				BRTNOH74	5652	2476
				CVTPOH02	5652	2476
				CYFLOH92	5654	2465
				KENTOH67	5609	2458
				STBOOH62	5593	2466
				STOWOH68	5616	2470
				TLMDOH63	5616	2470

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	AKRNOHETDS0	5640	2472	AKRNOH25H30	5637	2472
				AKRNOH72H05	5644	2466
				AKRNOH78H07	5636	2462
				AKRNOH86H16	5636	2482
				BRTNOH74H06	5652	2476
				CVTPOH02H03	5654	2465
				CYFLOH92H16	5624	2474
				KENTOH67H09	5609	2458
				STOWOH68H04	5616	2470
				TLMDOH63H05	5627	2464
OH	DYTNOHISDS0	6112	2704	CNTMOH43H15	6132	2686
				DYTNOH22H37	6112	2705
				DYTNOH23H11	6096	2701
				DYTNOH25H13	6110	2696
				DYTNOH27H13	6109	2712
				DYTNOH29H15	6121	2695
				DYTNOH89H12	6095	2717
				DYTNOHIB	6112	2704
				DYTNOHIS	6112	2704
				FRBNOH87H09	6086	2686
				HLBOOH39	6167	2558
				MMBGOH86H10	6140	2701
				PIQUOH77H06	6043	2754
				RPLYOH39	6272	2542
				SPFDOH32H12	6049	2666
				SPFDOH39H07	6036	2669
				XENIOH37H07	6103	2657
				ZMMNOH42H10	6106	2681

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
OH	DYTNOH22XCY	6112	2704	CNTMOH43	6132	2686
				DYTNOH22	6112	2705
				DYTNOH23	6096	2701
				DYTNOH25	6110	2696
				DYTNOH27	6109	2712
				DYTNOH29	6121	2695
				DYTNOH89	6095	2717
				DYTNOHIB	6112	2704
				DYTNOHIS	6112	2704
				FRBNOH87	6086	2686
OH	DYTNOH22XCY	6112	2704	HLBOOH39	6167	2558
				MMBGOH86	6140	2701
				PIQUOH77	6043	2754
				RPLYOH39	6272	2542
				SPFDOH32	6049	2666
				SPFDOH39	6036	2669
				XENIOH37	6103	2657
				ZMMNOH42	6106	2671

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	HRBGPACTDS0	5363	1732	CPHLPACHHPG	5372	1736
				HRBGPACT	5363	1732
				HRBGPAAGU	5361	1734
				HRBGPAHAHPH	5363	1733
				HUMLPAHMHPC	5346	1709
				LBNPAESHPC	5306	1680
				LNCSPALAHPG	5347	1626
				LWPXPAAC	5355	1725
				LWTWPALEHPA	5369	1870
				MBRGPAHEHP	5384	1744
				MDTNPAHHPA	5360	1705
				MIVLPAMI	5359	1628
				PLMYPAPAHPE	5327	1699
				PTTNPAAR	5042	1715
				PXTGPAPGHPF	5358	1724
				PXTNPAPAHHPF	5348	1728
				SCTNPA01	5039	1713
				SLTNPASTHPA	5364	1723
				WLSTPAWHPA	5356	1614
PA	ALTWPACYDS0	5183	1602	ALTWPAAE	5158	1587
				ALTWPAALHPF	5167	1586
				ALTWPACY	5183	1602
				ALTWPAMTHPA	5170	1580
				BATHPABTHGA	5137	1590
				BHLHPABEHPK	5154	1575
				CTSQPACTHPA	5158	1592
				ESTNPAAEHPC	5125	1562
				FTWSPAFW	5221	1487
				HLTWPAHEHGA	5157	1565
				KHVLPACUHP	5180	1599
				NZRTPANAHHPA	5125	1582
				SLTTPAESHHPA	5154	1624
				WAYNPALA	5257	1502

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	ALNAPAALJMD	5461	1968	ALNAPAALHPC	5460	1972
				AUSTPAAU	5231	2067
				BLLFPABE	5331	1936
				BRBOPABA	5469	2042
				BRFRPABR	5223	2183
				CDPTPACO	5198	2075
				CLARPACLHPA	5423	2193
				CLFDPACL	5372	2039
				DUBSPADUHPA	5384	2095
				EBNSPAEB	5496	2013
				EKLDPAXE	5095	2008
				ELDDPAEL	5198	2147
				ENDVPAEN	5356	2239
				FCVLPAFR	5334	2015
				GATNPAGA	5171	2021
				HLBGPAHO	5475	1961
				HNTGPAHU	5430	1915
				HTDLPAHZ	5400	2003
				KANEPAKA	5291	2168
				LEPRPALE	5388	2199

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	ALNAPAALJMD	5461	1968	MRVLPAMA	5354	2188
				MTUNPAMU	5436	1884
				PATNPAPA	5462	2018
				PHBGPAPH	5375	1994
				PRTGPAPPO	5508	1992
				PTALPAPA	5215	2116
				PUNXPAPU	5435	2103
				SGGVPASG	5281	2280
				SMPTPASM	5231	2137
				STCGPADN	5352	1935
				STCGPAESHPC	5359	1932
				SWSHPASS	5326	1974
				SXTNPASA	5500	1914
				TIDTPATI	5341	2253
				TNSTPATI	5379	2235
				TYRNPATY	5418	1970
				ULYSPAUL	5151	2057
				WRRNPAWAHPA	5287	2235
				WSFDPAXW	5127	2029

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	WLBPA050MD	5105	1723	WLBPA05	5105	1723
				BCLKPAXB	4959	1672
				BEWKPABRHPA	5159	1745
				BKSDPAXB	5196	1925
				BMBGPABLHPA	5190	1768
				CRDLPACAHPA	4997	1714
				DACLPADA	5213	1785
				HMLNPAHMHPA	5018	1680
				HSDLPAHOHPA	4974	1683
				HWLYPAHWHGA	4984	1660
				HZTNPAHZHPC	5152	1698
				JMTHPAJTHPA	5144	1655
				JRMYPAJEHPA	5010	1715
				KGTNPAESHPE	5089	1727
				LHTNPALEHPA	5149	1647
				MDBGOAXM	5283	1820
				MNTPPAMOHHPA	5106	1712
				MOSCPAMCHPA	5059	1718
				MSCWPAMWHPA	5041	1686
				NNTCPANAHPA	5111	1734
				OLYPPAOLHPA	5025	1715



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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	WLBPA050MD	5105	1723	PLMOPAPLHPA	5099	1731
				PLNSPAAR	5084	1716
				PTTNPAAR	5042	1715
				PTTNPAPIHPA	5070	1721
				PTTVPAPO	5222	1693
				SCTNPA01	5039	1713
				SCTNPAPP	5038	1714
				SCTNPASCHPF	5042	1714
				SCTNPAXA	5042	1715
				SHNDPASH	5199	1711
				SLGVPAXS	5265	1798
				SRBGPASTHPC	5072	1597
				TAMQPATA	5180	1677
				TAYLPATAHPA	5052	1718
				WLBPA05	5105	1723
				WLBPAWU	5093	1723
				WLPTPAWI	5200	1873

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State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	PITBPACTDS0	5619	2184	ALQPPAALHPC	5612	2241
				BGVLPABRHPH	5645	2191
				BLLVPABEHPF	5615	2199
				BLVIPABL	5555	2079
				BLVRPABO	5551	2059
				BRDDPABR	5615	2163
				BTPKPABPHPC	5643	2176
				BTTWPABU	5665	2232
				CARNPACAHPC	5634	2193
				CHRLPACH	5666	2134
				CLFDPACL	5372	2039
				CNBGPACAHPE	5670	2189
				CRAFPACRHPF	5626	2193
				CRPLPACOHPA	5621	2216
				DRMTPADOHPC	5631	2184
				DUNBPADU	5671	2075
				GIBSPAXG	5585	2201
				GLNSPAGLHPG	5600	2188
				GNBGPAGRHPF	5604	2103
				GNVLPAGR	5477	2351

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	PITBPACTDS0	5619	2184	HMSTPAHOHPA	5618	2168
				INDIPAINHPA	5510	2087
				IRWNPAIRHPE	5614	2130
				JNNTPAJE	5606	2117
				LGNRPALI	5586	2053
				LTRBPALAHPE	5587	2082
				MCMRPAMCHPC	5656	2176
				MCPTPAMKHPG	5625	2155
				MOVLPAMOHPE	5600	2150
				MRCRPAME	5498	2311
				NWCSPANHPA	5549	2299
				NWFLPANF	5547	2048
				NWKNPANKHPA	5575	2167
				OKMTPAOAHPH	5592	2172
				PEHLPAPHHPF	5596	2165
				PITBPAALHPF	5623	2182
				PITBPACAHHPH	5628	2177

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3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
PA	PITBPACTDS0	5619	2184	PITBPACT	5619	2184
				PITBPADTHPK	5619	2184
				PITBPAELHPC	5609	2177
				PITBPAFH	5618	2184
				PITBPAMA	5567	2222
				PITBPAMT	5618	2184
				PITBPANSHPE	5618	2187
				PITBPAOKHPM	5614	2178
				PITBPAOY	5613	2182
				PITBPASQHPG	5615	2173
				PLHSPAPHHPF	5638	2164
				PUNXPAPU	5435	2103
				PYVLPAPHEPG	5604	2201
				RBTPPARTHPE	5633	2208
				ROCHPARC	5598	2256
				SABGPAXS	5561	2113
				SHRNPAASHHPA	5520	2349
				SHSAPASHHPG	5604	2181
				STCGPADN	5352	1935
				TRCKPATCHPC	5611	2156
				TRNTPATAHPC	5567	2169
				TTVLPAXT	5375	2282
				UNTNPAAUN	5694	2081
				VNDGPAXM	5551	2144
				WASHPAWAHPA	5691	2187
				WKBGPAPWKHPA	5609	2169
				WMFLPAWMHPA	5624	2157
				WSVWPAWE	5610	2194
				ZLNPPAZE	5568	2244
PA	ERIEPAXMX7X	5319	2397	ERIEPANK	5313	2381
				ERIEPAXE	5311	2390
				ERIEPAXM	5320	2397
				ERIEPAXS	5327	2391
				ERIEPAXT	5319	2387
				ERIEPAXW	5334	2405
				FKLNPAXF	5430	2276

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.4 Serving Central Office And Remote Switching Locations (Cont'd.)

State	Serving Switch			Remote Switching Location		
	CLLI	V Cord.	H Cord.	CLLI	V Cord.	H Cord.
				NRTEPAXN	5282	2375
				OLCYPAXO	5413	2263
PA	ERIEPAXMYMD	5319	2397	ERIEPANK	5313	2381
				ERIEPAXEW03	5311	2390
				ERIEPAXMW04	5320	2397
				ERIEPAXSW01	5327	2391
				ERIEPAXTW01	5319	2387
				ERIEPAXWW01	5334	2405
				FKLNPAXFW01	5430	2276
				NRTEPAXNW01	5282	2375
				OLCYPAXOW02	5413	2263
RI	PRVDRIWAXZY	4550	1219	PRVDRIWA	4550	1219
RI	PRVDRIYRDS0	4548	1218	ASTNRIANHAC	4531	1237
				CNTNRIPHHA	4562	1220
				EGRNRICHHAC	4581	1202
				EPRVRINBHAF	4544	1213
				HPVYRIMA	4634	1214
				JMTWRINA	4601	1168
				LTCMRIWE	4580	1146
				NKTWRIPHHA	4598	1189
				NPRVRIMSHAA	4550	1233
				NRGNRIMAHAC	4623	1176
				NWPTRIBUHAA	4596	1160
				PRVDRIBRHAC	4554	1215
				PRVDRIWAHAD	4550	1219
				PRVDRIYR	4548	1218
				PSCGRIPA	4556	1274
				PWTCRIHIHAC	4537	1223
				RVSDRISOHAC	4552	1204
				SCTTRISI	4566	1243
				TVTNRiha	4557	1168
				WNSCRICLHAG	4528	1257
				WRLYRIMAHAA	4669	1211
				WRRNRIEVHAC	4551	1189
				WRWKRIWShAD	4570	1203
				WWWKRIDB	4585	1209
				WWWKRIMAHAA	4580	1217

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.5 Obligations Of The Company**

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

**3.5.1 Network Management**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.5 Obligations Of The Company (Cont'd.)**

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

The Company shall design and determine the routing of Switched Access Service, including the selection of the First Point of Switching and the selection of Facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way Trunk groups. Finally, the Company will decide whether Trunk side access will be provided through the use of two-wire or four-wire Trunk terminating equipment. Selection of Facilities and equipment and traffic routing of the service are based on standard engineering methods, available Facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.5 Obligations Of The Company (Cont'd.)**

**3.5.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end Call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.5.4 Trunk Group Measurements Reports**

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



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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 Obligations Of The Customer**

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

**3.6.1 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 set forth in this Tariff. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 Obligations Of The Customer (Cont'd.)**

**3.6.2 On and Off-Hook Supervision**

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

**3.6.3 Trunk Group Measurements Reports**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 Rate Regulations**

The application of rates and charges for Switched Access Services is described in Section 8 of this Tariff.

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**3.7.1 Minimum Periods**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 Rate Regulations, (Cont'd.)**

**3.7.2 Cancellation of Access Service Order**

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

**A. Prior to Firm Order Confirmation Date**

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

**B. On or After Firm Order Confirmation Date**

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

Cancellation Fee	\$250.00
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### **SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

#### **3.8 Rates And Charges**

##### **3.8.1 Usage Sensitive Charges**

##### **A. Connecticut (All Switches)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.000063	\$0.000063	\$0.000000
Transport Facility per access minute per mile	\$0.000003	\$0.000003	\$0.000000
Multiplexing per access minute	\$0.000082	\$0.000082	\$0.000000
Tandem Switching per access minute	\$0.000634	N/A (C)	\$0.000000
End Office Switching per access minute	\$0.003133	\$0.000000	\$0.000000
Shared Trunk Port per access minute	\$0.001400	\$0.000000	\$0.000000
Network Blocking Charge per call blocked	\$0.011100	\$0.011100	\$0.011100
800 Data Base Query per query	\$0.0100	\$0.010000	\$0.010000
Host/Remote Transport Termination per access minute	\$0.0002850	\$0.0002850	\$0.000000
Host/Remote Transport Facility per access minute	\$0.0001010	\$0.0001010	\$0.0000000 (R)

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### **SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **B. Massachusetts (All Switches)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Transport Facility per access minute per mile	\$0.000002	\$0.000002	\$0.000000
Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001574	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002406	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001688	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010699	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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#### 3.8 Rates And Charges (Cont'd.)

##### 3.8.1 Usage Sensitive Charges (Cont'd.)

##### C. Maine (All Switches)

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Transport Facility per access minute per mile	\$0.000003	\$0.000003	\$0.000000
Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001600	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002264	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001595	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010699	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **D. New Hampshire (All Switches)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Transport Facility per access minute per mile	\$0.000003	\$0.000003	\$0.000000
Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001600	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002264	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001595	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010699	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000



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3.8 Rates And Charges (Cont'd.)

3.8.1 Usage Sensitive Charges (Cont'd.)

E. Rhode Island (All Switches)

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Transport Facility per access minute per mile	\$0.000002	\$0.000002	\$0.000000
Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001574	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002406	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001688	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010699	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **F. New York (All Switches - Frontier Telephone of Rochester Service Area)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Transport Termination per access minute	\$0.00114997	\$0.00114997	\$0.00000000 ( <b>R</b> )
Transport Facility per access minute per mile	\$0.000040	\$0.00004000	\$0.00000000 ( <b>R</b> )
Multiplexing per access minute	\$0.000010	\$0.00001000	\$0.00000000 ( <b>R</b> )
Tandem Switching per access minute	\$0.000100	N/A ( <b>C</b> )	\$0.00000000 ( <b>R</b> )
End Office Switching per access minute	\$0.00295157	\$0.00000000	\$0.00000000
End Office Trunk Port per access minute	\$0.000700	\$0.00000000	\$0.00000000
FGD Network Blocking Charge per call blocked	\$0.010000	\$0.01000000	\$0.01000000
800 Data Base Query per query	\$0.0100000	\$0.0100000	\$0.0100000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **G. New York (All Switches - Verizon Service Area)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Local Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Local Transport Facility per access minute per mile	\$0.000002	\$0.000002	\$0.000000
Common Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001574	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002406	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001688	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.0106990	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **H. Pennsylvania (All Switches – Verizon North Service Area)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Local Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Local Transport Facility per access minute per mile	\$0.000002	\$0.000002	\$0.000000
Common Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001574 <b>(I)</b>	N/A <b>(C)</b>	\$0.000000 <b>(R)</b>
End Office Switching per access minute	\$0.002406	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001688	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010000	\$0.010000	\$0.010000
800 Data Base Query per query	\$0.010000	\$0.010000	\$0.010000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **I. Pennsylvania (All Switches - Verizon Service Area)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Local Transport Termination per access minute	\$0.000000	\$0.000000	\$0.000000
Local Transport Facility per access minute per mile	\$0.000002	\$0.000002	\$0.000000
Common Multiplexing per access minute	\$0.000000	\$0.000000	\$0.000000
Tandem Switching per access minute	\$0.001574	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.002406	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.001688	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.010699	\$0.010699	\$0.010699
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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#### **3.8 Rates And Charges (Cont'd.)**

##### **3.8.1 Usage Sensitive Charges (Cont'd.)**

##### **J. Ohio (All Switches)**

Element	Originating	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Local Transport Termination per access minute	\$0.000105	\$0.000105	\$0.000000
Local Transport Facility per access minute per mile	\$0.000014	\$0.000014	\$0.000000
Common Multiplexing per access minute	\$0.000018	\$0.000018	\$0.000000
Tandem Switching per access minute	\$0.001120	N/A (C)	\$0.000000 (R)
End Office Switching per access minute	\$0.003116	\$0.000000	\$0.000000
End Office Trunk Port per access minute	\$0.000371	\$0.000000	\$0.000000
FGD Network Blocking Charge per call blocked	\$0.001088	\$0.001088	\$0.001088
800 Data Base per query	\$0.010000	\$0.010000	\$0.010000

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Presubscribed Interexchange Carrier Charge (PICC)**

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXC's when the Company's multi-line business, ISDN-PRI and T-1 customers presubscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

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	Monthly Recurring Charge
Per multi-line business customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS**

4.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated Premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer-Designated Premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.3 Contract Rates - Special Pricing Arrangements-ICB

- 4.3.1 In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the Facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of Facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- 4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

**4.4 Service Descriptions And Technical Specifications**

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

**4.4.1 Voice Grade Service (DS-0)**

A Voice Grade Facility is a Channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where Facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.1 Voice Grade Service (DS-0) (Cont'd.)

Transmission specifications are defined in Bellcore Technical Reference TR-TSY 000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring Charge
A.	Channel Termination (Per Termination)		
	1. Two-Wire Minimum	ICB	ICB
	Maximum	ICB	ICB
	2. Four-Wire Minimum	ICB	ICB
	Maximum	ICB	ICB
B.	Channel Mileage Minimum		Per Mile ICB
	Maximum		ICB
	Channel Mileage Termination		Per Termination ICB

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a Channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the interface selected by the Customer. The Channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data Channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub. (T)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	Monthly Rate	Nonrecurring Charge
A. Channel Termination (Per Termination)		
2.4 kbps	ICB	ICB
4.8 kbps	ICB	ICB
9.6 kbps	ICB	ICB
19.2 kbps	ICB	ICB
56.0 kbps	ICB	ICB
64.0 kbps	ICB	ICB
B. Channel Mileage		
1. Channel Mileage Facility		Per Mile
2.4 kbps		ICB
4.8 kbps		ICB
9.6 kbps		ICB
19.2 kbps		ICB
56.0 kbps		ICB
64.0 kbps		ICB

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.2 Digital Data Service (DDS) (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

B. Channel Mileage (Cont'd.)

2. Channel Mileage Termination

	Per Termination
2.4 kbps	ICB
4.8 kbps	ICB
9.6 kbps	ICB
56.0 kbps	ICB
64.0 kbps	ICB

4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a Channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub. (T)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.4 Type I Channels

Type I digital Channels are provided where both endpoints of a Channel are served by the Company's network.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.5 Type II Channels

Type II digital Channels are provided where at least one endpoint of a Channel is served by the network of an entity with whom the Company's network is interconnected; such Channels are provided via a combination of the Company's Facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the Company's Facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a Channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's Premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's Premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where Facilities permit, and is offered on an Individual Case Basis (ICB)

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Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly	Nonrecurring
1.	Channel Termination (Per Termination)		
a.	DS1 1.544 Mbps		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB
b.	Capacity of 1 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB
c.	Capacity of 3 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
AND TECHNICAL STANDARDS (CONT'D.)**

4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

1. Channel Termination (Cont'd.)  
(Per Termination)

		Monthly	Nonrecurring
d.	Capacity of 6 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	Per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB
e.	Capacity of 12 DS3 44.736 Mbps Interface		
	Minimum Rate	ICB	
	Maximum Rate	ICB	
	Per DS3 Channel Installed		
	Minimum Rate	ICB	ICB
	Maximum Rate	ICB	ICB



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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.7 DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

2. Channel Mileage

Monthly

a.	Channel Mileage Facility (Per Mile)	
	64 kbps	ICB
	1.544 Mbps	ICB
	44.736 Mbps	ICB
b.	Channel Mileage Termination (Per Termination)	
	64 kbps	ICB
	1.544 Mbps	ICB
	44.736 Mbps	ICB

3. Term Discounts Percentage  
DS1 and DS3 services

36 months	ICB %
60 months	ICB %

4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS Channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.4 Service Descriptions And Technical Specifications (Cont'd.)

4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

A. M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps Channel into 28 DS-1 Channels using digital time division multiplexing.

B. DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps Channel into 24 Channels for use with Voice Grade Facilities or DDS.

C. Multiplexing, per arrangement Monthly  
DS3 to DS1

DS1 to Voice	ICB
DS1 to DS0	ICB
DS0 to Sub-rates	
up to 20 - 2.4 kpbs services	ICB
up to 10 - 4.8 kpbs services	ICB
up to 5 - 9.6 kpbs services	ICB

4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.5 Rate Categories

There are seven rate categories that may apply to Carrier's Services.

4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated Premises, and another Customer designated Premises. Included as part of the Channel Termination is a standard interface arrangement which defines the technical characteristics associated with the type of Facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One Channel Termination charge applies per Customer designated Premises at which the service is terminated.

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4.5.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the Channel; a Channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.5.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the Channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the Channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.7.4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.5 Rate Categories (Cont'd.)

4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.5.5 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the F.C.C. prior to the provision of such service.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.5 Rate Categories (Cont'd.)

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this Tariff.

4.6 Application Of Rate Elements

The rate elements described in F1 of this Tariff will be applied as follows:

4.6.1 Point-To-Point Services

- A. Channel Terminations (when applicable)
- B. Channel Mileage (when applicable)
- C. Optional Features and Functions (when applicable)
- D. Extraordinary Charges (when applicable)
- E. Volume Discounts (when applicable)
- F. Term Discounts (when applicable)

4.6.2 Multipoint Services

- A. Channel Terminations (one per designated Customer location)
- B. Channel Mileage (when applicable)
- C. Optional Features and Functions (when applicable)
- D. Extraordinary Charges (when applicable)
- E. Volume Discounts (when applicable)
- F. Term Discounts (when applicable)

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4.7 Regulations And Computations Of Mileage

- 4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the Call.
- 4.7.2 All times refer to local time.
- 4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.7 Regulations And Computations Of Mileage (Cont'd.)

4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and Facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. To determine the airlines distance between any two locations, proceed as follows:

- A. Utilize the "V" and "H" coordinates for each Customer designated location.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step (ii) above.
- D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. Formula =

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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**SECTION 4 - DEDICATED SERVICES, DESCRIPTIONS  
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4.8 Back Billing

The Company shall be entitled to revise bills to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period as permitted by law, following the period in which the service was rendered.

(T)  
(T)

4.9 Taxes

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates.



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**ACCESS SERVICES**

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**SECTION 5 - END USER ACCESS SERVICE**

**5.1 General**

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this Tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Interstate Communications.

**5.2 Limitations**

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

**5.3 Application Of Intrastate Charges**

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.8.7 of this Tariff.

**5.4 Rates And Charges**

	Day	Evening	Night/Weekend
Per access minute:	\$0.000	\$0.000	\$0.000

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

**5.5 Presubscribed Interexchange Long Distance (PILD) Charge**

The Presubscribed Interexchange Long Distance (PILD) Charge is a monthly charge applicable to multi-line business, ISDN-PRI and T-1 customers' lines or line equivalents for which a Presubscribed Interexchange Long Distance provider has not been selected. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PILD charges per circuit. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

5.6 End User Common Line (EUCL) Charge

EUCL charges will apply to End Users for the use of Company common lines for access to interstate communications. These charges will be provided on a per line basis.

State	Bundled Residential Service Offerings	Per line or per Centrex line	Per ISDN-PRI or T-1 facility
Connecticut	N/A	\$9.08	\$45.40
Maine	N/A	\$8.08	\$46.00
Massachusetts	N/A	\$8.08	\$46.00
New Hampshire	N/A	\$8.08	\$46.00
New York - Rochester*	\$9.20	\$9.20	\$46.00
New York - Other Markets*	\$8.08	\$8.08	\$46.00
Ohio	N/A	\$8.08	\$40.40
Pennsylvania – Erie/GTE	N/A	\$8.11	\$46.00
Pennsylvania – Erie/Verizon	N/A	\$8.08	\$40.40
Pennsylvania – Other Markets	N/A	\$8.08	\$40.40
Rhode Island	N/A	\$8.08	\$46.00

\* Please refer to New York Local Exchange Tariff of Choice One Communications of New York Inc. for a list of all service areas that fall within the Rochester and non-Rochester markets.

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

**5.7 Local Number Portability (LNP)**

Local Number Portability (LNP) is a service that provides residential and business Customers with the ability to retain, at the same location, their existing local telephone numbers when switching from one local telephone service provider to another. The LNP charge recovers the Company's cost for maintenance and support of number portability and applies to all local voice lines prescribed to the Company. Up to five (5) LNP charges will apply when local voice service is delivered to the Customer via a T-1 and ISDN-PRI connection.

State	Bundled Residential Service Offerings	Per line or per Centrex line	Per ISDN-PRI or T-1 facility
Connecticut	N/A	\$0.39	\$1.95
Maine	N/A	\$0.23	\$1.15
Massachusetts	N/A	\$0.23	\$1.15
New Hampshire	N/A	\$0.23	\$1.15
New York - Rochester*	\$0.30	\$0.34	\$1.70
New York - Other Markets*	\$0.23	\$0.23	\$1.15
Ohio	N/A	\$0.28	\$1.40
Pennsylvania	N/A	\$0.23	\$1.15
Rhode Island	N/A	\$0.23	\$1.15

\* Please refer to New York Local Exchange Tariff of Choice One Communications of New York Inc. for a list of all service areas that fall within the Rochester and non-Rochester markets.

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

5.8 Miscellaneous End User Access Services

5.8.1 Presubscription

- A. Presubscription is an arrangement whereby an Company End User may select and designate to the Company an Interexchange Carrier (IXC) to access, without an Access Code, for intrastate interLATA Calls and interstate interLATA Calls subject to the Company's tariff. This IXC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the End User. After the End User's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in 5.8.1.C below, applies. (T)
- B. At the request of a new or existing Company End User served by a Feature Group D end office, the Company will provide a list of IXCs the End User may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options. (T)
1. Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
  2. Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all Calls to all IXCs.

New End Users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the End User's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 5.8.1.C below, applies. This charge is billed to the End User which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the End User.

- C. PIC Change Charge: \$5.00

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1375 Peachtree Street, Level A  
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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

**5.9 Payphone Surcharge**

Pursuant to FCC regulations, the Company compensates payphone owners where certain calls originate at a payphone. A \$0.65 per call charge is applicable to calls that originate from any domestic payphone used to access the Company's services. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with the Company's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)**

**5.10 Regulatory Cost Recovery Fee (RCRF)**

The Regulatory Cost Recovery Fee (RCRF) is a monthly charge assessed on End Users that allows the Company to recover costs associated with compliance with various federal regulatory fees and programs. This charge is not a government-imposed fee. The RCRF rate is 3.5% percent of a Customer's net interstate and international service charges, exclusive of taxes. This charge is not subject to any discounting and does not contribute to any monthly minimums.

**(T)**

**5.11 Facilities Access Charge (FAC) \*\***

The Facilities Access Charge (FAC) is imposed upon T-1 facilities used in connection with the Company's Point-to-Point and data services. The FAC recovers the cost of the Customer's consumption of ports on the Company's network. A FAC applies to each data and Point-to-Point T-1 circuit subscribed to by the Customer. Rates are described below:

State	Per T-1 facility
Connecticut	\$45.40
Maine	\$46.00
Massachusetts	\$46.00
New Hampshire	\$46.00
New York - Rochester*	\$46.00
New York - Other Markets*	\$46.00
Ohio	\$40.40
Pennsylvania – Erie/GTE	\$46.00
Pennsylvania – Erie/Verizon	\$40.40
Pennsylvania – Other Markets	\$40.40
Rhode Island	\$46.00

\* Please refer to New York Local Exchange Tariff of Choice One Communications of New York Inc. for a list of all service areas that fall within the Rochester and non-Rochester markets.

\*\* Section 5.11 of this tariff applies to customers subscribing to service on or before February 1, 2010.

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4001 Rodney Parham Road  
Little Rock, Arkansas 72212

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**ACCESS SERVICES**

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**SECTION 5 - END USER ACCESS SERVICE (CONT'D.)****5.12 Regulatory Assessment Surcharge ("RAS")**

As a telecommunications company, the Service Provider must make various payments to local, state, and federal departments and agencies, including, but not limited to, administration fees, inspection and supervision fees, and general public utility commission assessments. RAS is designed to help recover the cost of these payments. RAS is assessed on end-user Customers based on the individual Customer's respective interstate and international services invoiced.

The applicable percentage rate may vary. For the most current rate in effect please refer to:

<https://www.windstream.com/about/legal/legal-notice>

**5.13 Administrative Services Fee ("ASF")**

The Administrative Services Fee is a graduated percentage monthly fee assessed on all monthly recurring charges (MRCs) to recover costs associated with tariff and price guide filings, collections, record maintenance, various state business licenses, various regulatory fees where applicable, general account servicing, and the administrative costs the Company incurs for local, state and federal governmental data gathering, record maintenance, and required reporting. This is not a tax or charge imposed by a governmental entity.

MRC Tier	Assessment Percentage
\$0 - \$9,999.99	12%
\$10,000 - \$24,999.99	8.90%
\$25,000 and above	5.90%

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**ACCESS SERVICES**

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**SECTION 6 - SPECIAL ARRANGEMENTS**

**6.1 Special Construction**

**6.1.1 Basis for Charges**

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

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

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ACCESS SERVICES

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**SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)**

6.1 Special Construction (Cont'd.)

6.1.2 Termination Liability

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

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

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

FCC Tariff No. 5  
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**SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D.)**

**6.2 Non-Routine Installation And/Or Maintenance**

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

**The Choice One Companies**  
**d/b/a EarthLink Business**  
Issued by: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, Georgia 30309

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**SECTION 7 - BILLING AND COLLECTION**

7.1 General

7.1.1 The Company will provide the following services:

- A. Recording Service
- B. Automatic Number Identification (ANI)
- C. Billing Name and Address (BNA)
- D. Chargeable Optional Features
- E. 800 Database Access Service

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**ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.2 Recording Service**

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the Company records the customer messages on manual tickets, the Company will provide recording service for the manual tickets and at offices where the Company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific Customer, the Company will provide the recording service for Feature Group A switched access service. At the request of the Customer, recording service will be provided for Feature Group D switched access service on an end office and type of Call basis. Type of Call means message telecommunications service (MTS) including 700 and 900 service, Calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and Calls originating from a WATS access line.

The Company will provide recording service in its operating territory. The minimum territory for which the Company will provide recording service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.2 Recording Service (Cont'd.)**

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term “customer message” used herein denotes an interstate Call originated by a Customer’s End User. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the Customer. For Feature Group A switched access service, the term “customer message” used herein denotes a Call over an interstate Feature Group A switched access service. A Call includes both Calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the Customer.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.2 Recording Service (Cont'd.)**

**7.2.1 Undertaking of the Company**

A. The Company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The Company will record all customer messages carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company.

B. A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

C. Recorded customer message detail which is used at the request of the Customer to provide message processing and message bill processing service is not retained by the Company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the Customer's request, the Company will make every reasonable effort to recover recorded customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.2 Recording Service (Cont'd.)

7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the Company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing recording service.

7.2.3 Obligations of the Customer

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless Customer's request requires that recording service be provided by end office and type of Call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for Feature Group D switched access by end office and type of Call in accordance with the terms and conditions established on an individual case basis special order.



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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.2 Recording Service (Cont'd.)**

**7.2.4 Payment Arrangements and Audit Provision**

**A. Notice and Scope**

1. Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this Tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
4. The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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**ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.2 Recording Service (Cont'd.)

7.2.4 Payment Arrangements and Audit Provision (Cont'd.)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

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**ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.2 Recording Service (Cont'd.)

7.2.4 Payment Arrangements and Audit Provision (Cont'd.)

C. Requests for Examinations

1. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An “examination” shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.2 Recording Service (Cont'd.)**

**7.2.4 Payment Arrangements and Audit Provision (Cont'd.)**

**F. Cancellation of a Special Order**

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

**G. Changes to Special Orders**

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth in 7.2.4.C preceding will apply for the canceled special order.

**7.2.5 Rate Regulations**

The special order charge applies for each special order accepted by the Company for recording service or for a subsequently requested change.

**7.2.6 Rates and Charges**

Service Establishment Charge (non-recurring)	ICB
Request, per telephone number	ICB

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.3 Automatic Number Identification**

ANI provided the automatic transmission of a seven or ten digit number and information digits to the Customer's Premises for Calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a Call-by-Call basis with (1) all individual transmission paths in a Trunk group routed directly between an end office and a Customer's Premises or, where technically feasible, with (2) all individual transmission paths in a Trunk group between an end office and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

**7.3.1 Rate Regulations**

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the Customer.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.4 Billing Name And Address Service**

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

BNA service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its End Users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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**ACCESS SERVICES**

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.4 Billing Name And Address Service (Cont'd.)**

**7.4.1 Undertaking of the Company**

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the Company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to recording service as set forth in this Tariff, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of recording service every fifth business day.
- C. The Company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- E. The Company will provide the most current BNA information resident in its database. Due to normal End User account activity there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.4 Billing Name And Address Service (Cont'd.)

7.4.2 Obligations of the Customer

- A. With each order for BNA service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B. A Customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all Call types for which BNA information may be requested.
- C. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- D. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.



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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.4 Billing Name And Address Service (Cont'd.)

7.4.2 Obligations of the Customer (Cont'd.)

- E. When the Customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

7.4 Billing Name And Address Service (Cont'd.)

7.4.2 Obligations of the Customer (Cont'd.)

E. (Cont'd.)

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

- F. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.4 Billing Name And Address Service (Cont'd.)**

**7.4.3 Rate Regulations**

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a Customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in this Tariff will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated Tariff rate.

- D. When a Customer cancels an order for BNA service after the order date, the service establishment charge applies.

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**SECTION 7 - BILLING AND COLLECTION (CONT'D.)**

**7.5 Meet Point Billing**

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection) Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services jointly rendered under the MPB arrangement.

Both the Company will render its own bill for services that it furnishes in connection with its MPB arrangements in accordance with the rates, terms and conditions of this tariff and/or applicable state access tariff(s) unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

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**ACCESS SERVICES**

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**SECTION 8 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES**

**8.1 Usage Rates**

Usage rates for Switched Access service are rates that apply: (1) on a per Access Minute basis; (2) on a per Call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis.

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**8.2 Monthly Rates**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

**8.3 Non-Recurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

**8.3.1 Access Order Charge**

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

Access Order Charge	\$150.00
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The Access Order Charge does not apply:

- to administrative changes as set forth in this Tariff;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

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**SECTION 8 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES (CONT'D.)**

**8.3 Non-Recurring Charges (Cont'd.)**

**8.3.2 Installation of Service**

Non-recurring charges apply to each Direct Connects service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional Trunk(s) which is uniquely identified for the sole use of the ordering Customer.

\* Provided on Individual Case Basis

**8.3.3 Service Rearrangements**

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 8.3.2 above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

A. Administrative changes include the following:

1. change of Customer name;
2. change of Customer or Customer's End User Premises address when the change of address is not the result of a physical relocation of equipment;
3. change in billing data (name, address, contract name or telephone number);
4. change of agency authorization;
5. change of customer circuit identification;
6. change of billing account number;
7. change of Customer test line number;
8. change of Customer or Customer's End User contact name or telephone number;
9. change of jurisdiction.

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**ACCESS SERVICES**

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**SECTION 9 - ADVANCED SERVICES**

**9.1 Digital Subscriber Line Service**

Digital Subscriber Line (DSL) Access Services provide transmission services over local exchange service copper facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between Customer Designated Premises and designated Company Serving Wire Centers.

**9.1.1 General**

DSL Access Service enables data traffic generated by the Customer's equipment to be transported to a DSL Access Service Connection Point using the Customer's local exchange service facilities. At the DSL Access Service Connection Point, the Customer's DSL Access Service must be connected to a telecommunications service provider's Customer Designated Premises using either the Company's Dedicated Access Services. A DSL Access Service Connection Point is an interconnection point designated by the Company that aggregates data traffic from and to Company DSL Serving Wire Centers (SWCs). The Customer for DSL Access Service is the subscriber of the Company's local exchange service.

A generic view of how DSL Access Service would be interconnected with a telecommunications service provider's network is depicted in the figure following. In this example, the Customer's serving wire center is designated as a DSL Access Service Connection Point. The Customer orders DSL Access Service pursuant to the provisions specified in this section. The DSL Access Service Customer's telecommunications service provider orders Dedicated Access Service pursuant to the provisions specified in Section 4, preceeding, to connect its Customer Designated Premises to the DSL Access Service Connection Point.

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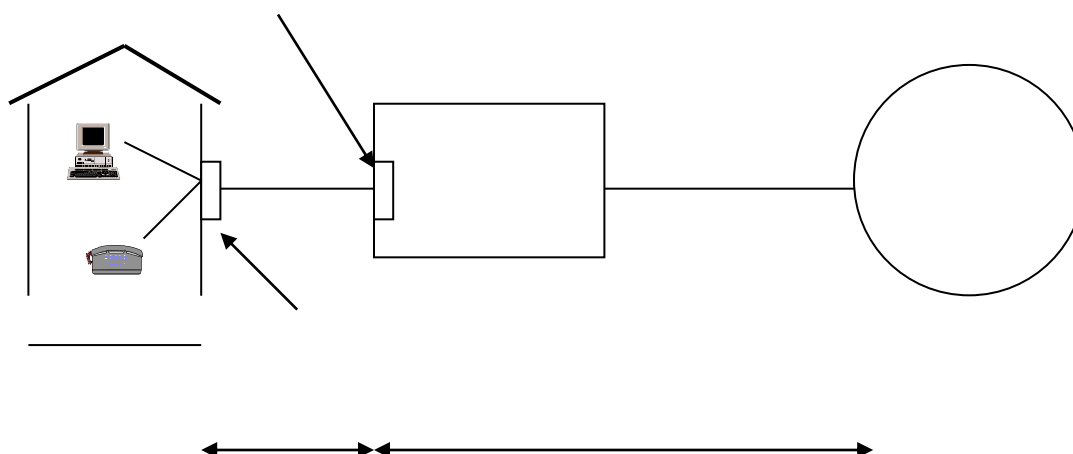
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**SECTION 9 - ADVANCED SERVICES (CONT'D.)**

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.1 General (Cont'd.)

DSL ACCESS SERVICE



9.1.2 Limitations

DSL Access Service is available at transmission speeds ranging from a minimum of 128 kbps to a maximum of 1.544 Mbps. These speeds are applicable for upstream transmission (i.e., from the Customer's equipment up to the DSL Access Service Connection Point) as well as downstream transmission (i.e., from the DSL Access Service Connection Point down to the Customer's equipment). These peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including loop distance from the Company Serving Wire Center, condition of the Facilities, and limitations in the telecommunications service provider's network design.



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**SECTION 9 - ADVANCED SERVICES (CONT'D.)**

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.2 Limitations (Cont'd.)

DSL Access Service will be furnished where suitable Facilities exist as determined by the Company. Rates and regulations for DSL Access Service are in addition to any rates and regulations that apply for the DSL Access Service Customer's local exchange service. Rates and regulations for Dedicated Access Service will apply for the access service(s) provided between the telecommunications service provider's Customer Designated Premises and the DSL Access Service Connection Point, as described in Section 4, preceding.

9.1.3 Undertaking of the Company

The Company will provide DSL Access Service as follows:

- A. The Company will determine if the Customer's local exchange service line is suitable for use with DSL Access Service. Service will not be provided on lines that the Company determines are not suitable for DSL Access Service or on lines that produce interference with other services provided by the Company.
- B. The Company, after determining if the local exchange service line is suitable for DSL Access Service, will notify the Customer if any additional CPE is necessary to support DSL Access Service.
- C. The Company will provision and maintain DSL Access Service from the DSL Connection Point to the Point of Termination at the Customer's Premises.

9.1.4 Obligations of the Customer

In addition to the regulations described in other sections of this Tariff, the following provisions apply to DSL Access Service:

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**SECTION 9 - ADVANCED SERVICES (CONT'D.)**

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.4 Obligations of the Customer (Cont'd.)

- A. The Customer is responsible for providing the Company with the necessary information to provision DSL Access Service. Such information would include, but is not necessarily limited to, the following:
  - 1. Customer name.
  - 2. Telephone number and Premises address
  - 3. Billing name and address when different from the Customer name and Premises address.
  - 4. Customer contact name and telephone number.
  - 5. The contact name and telephone number of the telecommunications service provider with which the Customer's DSL access service will interconnect).
- B. The Customer is responsible for providing and maintaining all required Customer provided equipment (CPE) which is compatible with DSL Access Service.

9.1.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for DSL Access Service. Regulations governing the rates and charges for the Dedicated Access Services used in conjunction with DSL Access Service are as specified in Section 4, preceding. The rates for DSL Access Service will be billed to the subscriber of the local exchange service.

A. Minimum Period

The minimum period for which DSL Access Service is provided to a Customer and for which charges are applicable is one month.

B. Moves

A move involves a change in the physical location of one of the following:

- 1. The Point of Termination at the Customer Designated Premises
- 2. The Customer Designated Premises

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**SECTION 9 - ADVANCED SERVICES (CONT'D.)**

9.1 Digital Subscriber Line Service (Cont'd.)

9.1.5 Rate Regulations (Cont'd.)

B. Moves (Cont'd.)

Installation charges as described in Section 9.3.2 following will apply to DSL Access Service moves.

C. Rate Categories

1. There are two types of rates and charges applicable to DSL Access Service. These are a monthly rate and a nonrecurring charge.
2. The monthly rate applies each month or fraction thereof for each local exchange service line equipped with DSL Access Service.
3. A nonrecurring charge applies per local exchange service line for the installation of DSL Access Service.

9.1.6 Rate and Charges

	Monthly	Nonrecurring
Bandwidth		
64 Kbps	\$100.00	\$1000.00
128 Kbps	\$125.00	\$1000.00
256 Kbps	\$150.00	\$1000.00
384 Kbps	\$200.00	\$1000.00
512 Kbps	\$250.00	\$1000.00
768 Kbps	\$300.00	\$1000.00
1.2 Mbps	\$350.00	\$1000.00
1.544 Mbps	ICB	ICB

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**SECTION 10 - DIRECT CONNECTS**

10.1 General

Direct Connects enable Customers to connect directly with the Company's network. Direct Connects are provided over DS1 or DS3 facilities. The monthly rates described below apply in addition to 800 Data base queries as described in Section 3 of this tariff.

10.2 Charges – All Markets

10.2.1 Monthly

	Monthly Rate
Dedicated Trunk Port	
DS0 port, per port	\$50.00
DS1 port, per port	\$300.00
DS3 port, per port	\$8,500.00
Multiplexing	
DS3 to DS1	\$150.00
DS1 to DS0	\$50.00
Entrance Facility	
DS1, per facility, per port	\$350.00
DS3, per facility, per port	\$7,500.00

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**SECTION 10 - DIRECT CONNECTS (CONT'D.)**

10.2 Charges – All Markets (Cont'd.)

10.2.2 Usage Sensitive

Network Switching	Per Minute
Connecticut (All Switches)	\$0.003133
Massachusetts (All Switches)	\$0.002406 (I)
Maine (All Switches)	\$0.002264
New Hampshire (All Switches)	\$0.002264
Rhode Island (All Switches)	\$0.002406 (I)
New York (All Switches – Frontier Telephone of Rochester Service Area)	\$0.00295157
New York (All Switches – Verizon Service Area)	\$0.002406 (I)
Pennsylvania (All Switches – Verizon North Service Area)	\$0.002406 (I)
Pennsylvania (All Switches – Verizon Service Area)	\$0.002406 (I)
Ohio (All Switches)	\$0.003116
800 Data Base Queries	Per Query \$0.01

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**SECTION 11 - VOIP-PSTN TRAFFIC**

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11.1 VoIP-PSTN Traffic

The VoIP-PSTN Traffic category consists of all traffic that (i) is exchanged in Time Division Multiplexing ("TDM") format and (ii) originates and/or terminates in Internet protocol ("IP") format. See Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). These services are tariffed within the Company's federal access tariff consistent with the FCC Order.

11.2 Identification and Rating of VoIP-PSTN Traffic

11.2.1 Scope

This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional interstate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

11.2.2 Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to those tariffed for the Company's interstate switched access services as described in Section 3 of this Tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).

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**SECTION 11 - VOIP-PSTN TRAFFIC (CONT'D.)**

11.2 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

(N)

11.2.3 Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total interstate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

A. The PVU for traffic will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A 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 consistent with the FCC Order.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU for traffic in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the 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 consistent with the FCC Order.

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**SECTION 11 - VOIP-PSTN TRAFFIC (CONT'D.)**

11.2 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

(N)

11.2.3 (Cont'd.)

A. The PVU for traffic will be derived and applied as follows: (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an over-all PVU factor that represents the percentage of total access MOU for service exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the 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-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. The Company will apply the over-all PVU factor to the total service interstate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs for service.

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**SECTION 11 - VOIP-PSTN TRAFFIC (CONT'D.)**

11.2 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

(N)

11.2.3 (Cont'd.)

B. Examples for PVU Factor Calculations:

(The calculation elements in these examples are generic.)

Example 1: The PVU-B is 10% and the PVU-A is 40%. The over-all PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's interstate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The over-all PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's interstate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the over-all PVU is 100%. The Company will bill 100% of the Customer's interstate access MOU as VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

C. Default PVU Factors

If the Customer does not furnish the Company with a PVU pursuant to the preceding paragraph 11.2.3.A.1 of this Section, the Company will utilize a PVU equal to the Company's PVU-B factors.

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**SECTION 11 - VOIP-PSTN TRAFFIC (CONT'D.)**

11.2 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

(N)

11.2.4 Initial PVU Factors

If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-As into account retroactively to January 1, 2012, provided that the Customer provides the factors to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 11.2.3.A.2, above.

11.2.5 PVU Factor Updates

The Customer or the Company may update the PVU-A factors quarterly using the method set forth in subsection (11.2.3.A.1, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factors will apply prospectively and serve as the basis for billing until superseded by new a PVU.

11.2.6 PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B 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-A and PVU-B factor.

(N)