

Specialized Common Carrier Service  
Regulations and Rates

of

Gillette Global Network, Inc. d/b/a Eureka Networks

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services by Gillette Global Network, Inc. d/b/a Eureka Networks (“Eureka”) between locations within the United States.

This tariff is filed pursuant to Section 203 of the Communications Act of 1934, as amended.

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ISSUED: March 10, 2005

Effective: March 11, 2005

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CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>
Original	1	Original	25	Original	49
<b>Twenty-Third Revised 2 *</b>		Original	26	Original	50
Original	3	Original	27	Original	51
Original	4	First Revised	28	Original	52
Original	5	Original	29	Original	53
Original	6	Original	30	Original	54
Original	7	Original	31		
Original	8	Original	32		
Original	9	First Revised	32.1		
Original	10	Original	33		
Original	11	<b>Twelfth Revised</b>	<b>34 *</b>		
Original	12	First Revised	34.1		
Original	13	First Revised	34.2		
Original	14	<b>Sixth Revised</b>	<b>34.3 *</b>		
Original	15	Ninth Revised	34.4		
Original	16	Original	34.5		
Original	17	Original	35		
Original	18	Original	36		
Original	19	Original	37		
Original	20	Original	38		
Original	21	Original	39		
Original	22	Original	40		
Original	23	Original	41		
Original	24	Original	42		
		Original	43		
		Original	44		
		Original	45		
		Original	46		
		Original	47		
		Original	48		

\*Indicates pages submitted with most recent filing.

Transmittal 15

ISSUED: June 16, 2021

Effective: July 1, 2021

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**TABLE OF CONTENTS**

	<b>Page</b>
Original Title Page.....	1
Check Sheet .....	2
Concurring Carriers .....	4
Connecting Carriers .....	4
Other Participating Carriers .....	4
Explanation Of Symbols .....	5
Explanation Of Abbreviations .....	5
Tariff Format.....	6
Section 1 - DEFINITIONS.....	7
Section 2 - RULES AND REGULATIONS .....	11
Section 3 - SERVICE DESCRIPTIONS AND RATES .....	28
Section 4 - SPECIAL ACCESS SERVICE.....	35
Section 5 - ORDERING PROVISIONS .....	38
Section 6 - CONTRACT SERVICES .....	54

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify changed listing, rule, or condition, which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

**EXPLANATION OF ABBREVIATIONS**

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check Page for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Page** - When a tariff is filed with the Commission, an updated check Page accompanies the tariff filing. The check Page lists the tariff pages, with a cross reference to the current revision number. When new Pages are added, the check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made. The tariff user should refer to the latest check Page to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - 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 Line - An arrangement which connects the Customer's telephone to a Eureka designated switching center or point of presence.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Service - Utilization of Eureka equipment and/or service to connect an Interexchange Carrier to a Eureka customer for the purpose of originating and/or terminating Interstate-InterLata telecommunications.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

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 intrastate communication for hire by wire or radio between two or more exchanges.

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

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

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

Commission - Federal Communications Commission.

Company or Carrier – Gillette Global Network, Inc. d/b/a Eureka Networks unless otherwise clearly indicated by the context.

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**SECTION 1 - DEFINITIONS** (Cont'd)

Constructive Order – Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase Competitive Access Provider Services Tariff as described herein. Similarly the selection by a Company End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access Services.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

Entrance Facility – A trunk facility connecting the Customer's point of presence with the local switching center.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Eureka - Used throughout this tariff to refer to Gillette Global Network, Inc. d/b/a Eureka Networks.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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

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.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

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**SECTION 1 - DEFINITIONS** (Cont'd)

ISSUED: March 10, 2005

Effective: March 11, 2005

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On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

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

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Signaling System 7 ("SS7") – The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI").

Subscriber - See Customer.

Switched Access - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminating Direction - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

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

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

**SECTION 1 - 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.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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 or any other form of wireless transmission.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Gillette Global Network, Inc. d/b/a Eureka Networks****2.1.1 Scope**

Eureka's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Eureka arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Eureka may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Eureka network.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.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.

2.1.2.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 from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.2 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.3 Prohibited Uses**

The services of the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission interferes with the transmission of another Customer.

**2.4 Obligations of the Customer****2.4.1 The Customer shall be responsible for:**

2.4.1.A. the payment of all applicable charges pursuant to this tariff;

2.4.1.B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

2.4.1.C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.1 The Customer shall be responsible for the following: (cont'd)**

- 2.4.1.D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- 2.4.1.E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 2.4.1.F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.4.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 2.4.1.G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

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ISSUED: March 10, 2005

Effective: March 11, 2005

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## 2.4 Obligations of the Customer (Cont'd)

### 2.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

2.4.2.A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

2.4.2.B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

### 2.4.3 Jurisdictional Reporting

When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.3 Jurisdictional Reporting (Cont'd)**

- 2.4.3.A. Originating Access - Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, the Company will use a default PIU of 50%.
- 2.4.3.B. Terminating Access - For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.4.3.D. below. If no PIU for originating minutes is submitted as specified herein, the Company will use a default PIU of 50%.
- 2.4.3.C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.
- 2.4.3.D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. 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 Access Service Request. For those cases in which services are being provided through a Constructive Order and a quarterly report has never been received from the Customer, the Company will use a default PIU of 50%.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.3 Jurisdictional Reporting (Cont'd)**

2.4.3.E. Jurisdictional Reports Verification - For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.5** Limitations

- 2.5.1 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.
- 2.5.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.5.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.5.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Eureka in its reasonable judgment.

**2.6** Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.7 Liability**

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.7 Liability (Cont'd)

2.7.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or serviceman arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

## 2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.9 Billing and Payment for Service****2.9.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

**2.9.2 Payment for Service**

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers, bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.9.3 Billing Disputes**

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 thirty (30) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). If no dispute is received by the Company within thirty (30) days, the invoice is considered due and payable. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.9 Billing and Payment for Service (Cont'd)****2.9.4 Adjustments or Refunds to the Customer**

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.

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.

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.

All adjustments or refunds provided by the Company to the Customer, 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.

**2.9.5 Late Payment Fees**

The Company reserves the right to assess a late payment fee of 1 ½% per month on any past due balance.

**2.9.6 Return Check Charge**

The Company reserves the right to assess a return check charge of \$25.00 or 5% of the amount of the check, whichever is greater, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)**2.10 Deposits**

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 not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**2.11 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, Eureka reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

**2.12 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to; Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like; incurred in the use of Eureka's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

## 2.15 Inspection, Testing and Adjustment

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.

## 2.16 Notification of Service Affecting Activities

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

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.17 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one-day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula: Credit  $(A/30) \times B$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.18 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

## 2.19 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.19.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

2.19.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.19.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.19 Refusal or Discontinuance by the Company (Cont'd)

2.19.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.19.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.19.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

## 2.20 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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**SECTION 2 - RULES AND REGULATIONS** (Cont'd)

## 2.21 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.21.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.21.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.21.3 These requirements are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

## 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's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

Switched Access also provides for the ability to terminate calls from a Customer designated premises to an End User's premise in the LATA where it is provided. Specific references to the elements of Switched Access are provided in 3.4.3 following.

Rates and charges for Switched Access Service depend generally on the specific Feature Group ordered by the Customer.

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.

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. Constructive Ordering will occur with the delivery of calls to or acceptance of calls from Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User's PIC constitutes a Constructive Order for switched access by the Customer. The format and terms of the ASR will be specified in the Industry Access Service Order Guidelines, as provided by the ISOP Committee of the Ordering and Billing Forum, unless otherwise specified herein.

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in the tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

The rates contained in this Section 3 are based upon references to the Verizon FCC Tariff No. 1, which covers the following states: Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia and West Virginia; and upon references to the Verizon FCC Tariff No. 10, which covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)

## 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)**3.3 Switched Access Services**

Interexchange Carriers wishing to receive InterState-InterLATA toll/800 calls from or terminate toll/800 calls to Eureka customers will use Switched Access Service. Eureka will provision a sufficient quantity of trunking facilities to insure a minimum P.001 grade of service.

3.3.1 The access rates tariffed herein are set in accordance with the FCC's Seventh Report and Order in Docket FCC No. 01-146, (released April 27, 2001). These access rates are tariffed under protest, and subject to the outcome of the petition for review pending before the District of Columbia Circuit Court of Appeals in Docket No. 1244. In the event that the FCC-imposed access rates are overturned or modified, Eureka expressly reserves the right to true-up retroactively the FCC-imposed rates for access services rendered under this tariff in order to recover the difference between the FCC-imposed rates and (i) Eureka's tariffed access rates appearing in its tariff immediately before the rates set forth in the FCC's order took effect, or (ii) as applicable, any other access rates that may legally be tariffed by Eureka or that may result from a modification of the FCC's order.

**3.4 Provision and Description of Switched Access Service Arrangements****3.4.1 Feature Group Access**

Feature Groups are arranged for either originating, terminating or two-way calling based on the customer end office switching capacity ordered. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer designated premise. Terminating calling permits the delivery of calls from the customer designated premise to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions but not simultaneously. Switched Access may be provisioned in four different Feature Group arrangements. These feature groups, A, B, C and D are differentiated by their technical characteristics as defined by Telcordia Technical Reference Documents.

**3.4.2 Manner of Provision**

Originating Traffic may be further segregated into separate trunk groups or traffic types such as Domestic, 700, 800 series, 900, Operator and IDDD. IDDD should represent only that traffic that is international in nature. Services may be ordered using the Industry Standard Access Service Ordering Guidelines (ASOG) as defined in Section 5 following.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)

## 3.4 Provision and Description of Switched Access Service Arrangements (cont'd)

## 3.4.3 Services and Elements

The following Rate Categories apply to Switched Access Service:

- 3.4.3.A. Local Switching – Local Switching provides for the use of end office switching equipment. Included in Local Switching are: Common Switching, which provides the local end office switching functions and optional features; Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company. Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office. Local Switching contains various rate elements that comprise the Local Switching rate category. Those elements may include: Local Switching LS2, Shared End Office Trunk Port, Local Switching ANI/SS7 Charge Number charges.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)

## 3.4 Provision and Description of Switched Access Service Arrangements (cont'd)

## 3.4.3 Services and Elements (cont'd)

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

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

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service. All mileage that pertains to distance sensitive rate elements will be calculated according to the formula in Section 3.2

*Transmission Paths*

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

*Interconnection*

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

Local Transport contains various rate elements that comprise the Local Transport rate category. Those elements may include: Tandem Switched Transport and Host/Remote Switched Transport Termination (per minute of use), Tandem Switched Transport and Host/Remote Switched Transport Termination (per mile, per minute), Tandem Switching, Transport Multiplexing, and Networking Blocking charges.

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

3.4 Provision and Description of Switched Access Service Arrangements (cont'd)

3.4.3 Services and Elements (cont'd)

3.4.3.B Local Transport (cont'd)

Tandem Switched Transport

Tandem Switched Transport provides the transmission facilities from the end office to the tandem utilizing tandem switching functions. Tandem Switched Transport consists of circuits used in common by multiple customers from the access tandem to an end office. The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the end office and the tandem using the V&H coordinates method. The Tandem Switching rate provides for tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate. The Dedicated Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk terminating on the serving wire center side of the access tandem. The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem.

Customer point of presence where such facilities are provided.

“3<sup>rd</sup> Party” 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. “End Office” Switched Transport rates apply to terminating traffic that traverses a tandem switch owned by the Company (the terminating carrier) or its affiliate.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)

## 3.4 Provision and Description of Switched Access Service Arrangements (cont'd)

## 3.4.3 Services and Elements (cont'd)

## 3.4.3.C. 800 Data Base Access Service

The term "800 Data Base Access Service" denotes a service which uses a data base system to identify 800 access customers on a 10-digit basis. For purposes of administering the rules and regulations set forth in this tariff regarding the provision of 800 Database Access, except where otherwise specified, the term 800 Database Access shall include the following NPAs: 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry. Services include Customer ID; 800 to POTS Number Translation; and Call Handling and Destination Feature.

3.4.3.D. Toll Free Basic Query Charge - The basic query charge is assessed the customer based on the query of the Toll Free number delivered to the customer. The query is completed when the appropriate call routing information is returned and is charged whether or not the call is completed.

3.4.3.E. Toll Free Vertical Feature Package Charge - The vertical feature package charge is assessed the customer when, in addition to the basic query, a Toll Free Data Base query contains one, all, or any combination of the following features:

- a. Call Validation
- b. POTS Translation
- c. Alternate POTS Translation for route variance
- d. Time of Day Routing
- e. Multi-carrier Routing

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

## 3.4 Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.4 Rates	<u>Rate Per Minute</u>		
Tandem Switched Transport, Originating			
- Tandem Transport, Fixed	\$0.000000		
- Tandem Transport, Per Mile			
Non-8YY Traffic	\$0.000002	(C)	
8YY Traffic	*		
		(C)	
Tandem Switched Transport, Terminating			
- End Office			
- Tandem Transport, Fixed	\$0.000000		
- Tandem Transport, Per Mile	\$0.000000		
- 3 <sup>rd</sup> Party			
- Tandem Transport, Fixed	\$0.000000		
- Tandem Transport, Per Mile	\$0.000002		
Tandem Switching, Originating			
Non-8YY Traffic	\$0.001574		
8YY Traffic	\$0.001000 (R)		
Tandem Switching Terminating			
- End Office	\$0.000000		
- 3 <sup>rd</sup> Party	\$0.001574		
	<u>Non-8YY Traffic</u>	<u>8YY Traffic</u>	(C)
Local Switching, Originating	\$0.002406	\$0.002406	
Effective July 1, 2022 – June 30, 2022		\$0.001203 (R)	
On and after July 1, 2023		\$0.000000 (R)	(C)
Local Switching, Terminating	\$0.000000		
	<u>Non-8YY Traffic</u>	<u>8YY Traffic</u>	(C)
Shared End Office Trunk, Originating	\$0.001688	\$0.001688	
Effective July 1, 2022 – June 30, 2023		\$0.00844 (R)	
On and after July 1, 2023		\$0.00000 (R)	(C)
Shared End Office Trunk, Terminating	\$0.000000		
Composite Terminating End Office Charge			
- DE, DC, MD, NJ, PA, VA	\$0.000000		
- CT, MA, NY, RI	\$0.000000		
		<u>Monthly Rate</u>	
Dedicated Tandem Trunk Port#		\$11.25	
* Rate included in Tandem Switching rate.			(N)
# Rate will only apply to the portion associated with the originating usage.			

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES** (Cont'd)

3.4 Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.4 Rates (cont'd)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

3.4 Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.4 Rates (cont'd)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES (Cont'd)**

3.4 Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.4 Rates (cont'd)

(a)

(b) 8YYDatabase Access Service

- Per query, all areas

Effective July 1, 2021- June 30, 2022 \$0.004248 (R)

Effective July 1, 2022 – June 30, 2023 \$0.002224 (R)

Effective July 1, 2023 \$0.000200 (R)

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(c) Presubscribed Interexchange Carrier Charges (PICC)

Primary Residence Subscriber	\$0.00 monthly per individual line or trunk
Nonprimary Residence Subscriber	\$0.00 monthly per individual line or trunk
Single Line Business Subscriber	\$0.00 monthly per individual line or trunk
Multiline Business Subscriber	\$3.78 monthly per individual line or trunk
PRI ISDN Subscriber	\$49.00 monthly, each service

(g) FUSF Administration Fee

The Federal Universal Service Administration Fee is a monthly charge equal to (i) 1.254% multiplied by (ii) amounts billed to Customers for interstate and international telecommunications services, including, without limitation, federal subscriber line charges, federally tariffed local number portability surcharges and federal universal service fees.



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3.4 Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.4 Rates (cont'd)

(k) Regulatory Assessment Surcharge and Administrative Services Fee

End-user Customers will be assessed one of the surcharges below, dependent upon the end-user service location and provider.

A. 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-notices>

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**SECTION 4 - SPECIAL ACCESS SERVICE****4.1 General**

Special Access Service provides customers of the Carrier with dedicated line(s) that connects an end user to the Company's Point-of Presence (POP) to provide Customer access to Company services.

Special Access Service is available at DS-0, DS-1, DS-3, OC-3 levels. Special access may be provisioned as either Type I Channels or Type II Channels.

Type I digital channels are provided where both endpoints of a channel are serviced by the Company's network. The rates shown in Section 4.3 are for Type I Channels.

Type II digital channels are provided where at least one endpoint of a channel is serviced by the network of another entity with whom the Company's network is interconnected. Such channels are provided via a combination of the Company's facilities and the interconnected entity's facilities. Rates for the portion 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 interconnected entity's facilities are based on the rates charged to the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged to the Company by the interconnected entity.

**4.2 Service Descriptions****4.2.1 DS-0 (Digital Signal, Level 0)**

DS-0 Service is a dedicated, full duplex, dedicated private line service capable of supporting voice, analog data, digital data, and video communications with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS-0 service can be used for voice tie lines or switch-to-switch trunks; foreign exchange circuits; full-duplex digital voice and low-speed data at speeds of 2.4, 4.8, 9.6, 14.4, 19.2, 56 and 64 Kbps; and SS7 Switch to Signal Transfer Point (STP) interconnect.

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**SECTION 4 – SPECIAL ACCESS SERVICE (cont'd)****4.2 Service Descriptions (cont'd)****4.2.2 DS-1 (Digital Signal, Level 1) Service**

DS-1 Service is a full-duplex, dedicated, point-to-point digital private line service operating at 1.544 Mbps. DS-1 Service may be used as a single, contiguous signal or as 24 separate DS-0 channels. Fractional DS-1 Service consists of multiple DS-0 channels up to a full DS-1. The DS-0 channels ride a DS-1, but the customer pays only for the portion needed. Both services utilize either a DS-1 local loop or collocation.

DS-1 Service can be used for high-speed voice and/or data transmission; high-speed tie lines or switch-to-switch trunks; high-speed trunking for foreign exchange or feature group services; high-speed trunking for exchange of traffic with other carriers; and video conferencing or broadcast Internet conferences.

**4.2.3 DS-3 (Digital Signal, Level 3) Service**

DS-3 Service is a full-duplex, dedicated, point-to-point digital private line service operating at 44.736 Mbps. DS-3 service may be used as a single, contiguous signal or as 28 separate DS-1 channels. Fractional DS-3 service consists of multiple DS-1 channels up to a full DS-3. The DS-1 channels ride a DS-3, but the customer pays only for the portion needed. Both services utilize either a DS-3 local loop or collocation.

**4.2.4 OC-3 (Optical Carrier 3) Service**

OC-3 Service is a Synchronous Optical Network (SONET) Private Line Service which offers dedicated, point-to-point transport at speeds of up to 155.52 Mbps.

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**SECTION 4 – SPECIAL ACCESS SERVICE (cont'd)****4.3 Rates for Special Access Service**

All Special Access Services provided by Eureka will be available on an Individual Case Basis (“ICB”).

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Specialized rates, charges and services shall be available to similarly situated customers on a non-discriminatory basis. Unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become part of, said contract.

In addition to any rate or charge established by the Company, 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 Company or directly by the local exchange company, at the Company’s option.

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**SECTION 5 - ORDERING PROVISIONS****5.1 General**

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

An Access Order is an order to provide the customer with Switched Access, Special Access, and other Access Related Service or to provide changes to existing services.

A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

The customer shall provide to the Company the order information required in 5.2 following, and in addition the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name (s) and telephone numbers.

For the following provisioning activities:

- order negotiation
- order confirmation
- interactive design
- installation and billing.

**5.1.1 Service Installation**

The Company will provide the Access Service in accordance with the customer's requested service date, subject to the constraints established by the Company schedule of applicable service dates.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.1 General (cont'd)****5.1.1 Service Installation (cont'd)**

The schedule shall specify the applicable service interval for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

The Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the customer will be subject to applicable Additional Labor Charges at the hourly rate of \$50.00 per ½ hour or any portion thereof.

**5.1.2 Expedited Orders**

When placing an Access Order, a customer may request a service date that is prior to the applicable service date. Additionally, a customer may also request an earlier service date on a pending Access Order. In this case, an Access Order modification as set forth in 5.4 following would be required. If the Company determines that the service can be provided on the requested date and that additional labor cost or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost, not to exceed 10 percent over estimated charges. Such additional charges will be determined and billed to the customer as explained following.

To calculate the additional labor charges, the Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable \$50.00 per ½ hour or any portion thereof.

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge of \$125.00 will be applied.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.1 General (cont'd)

## 5.1.3 Selection of Facilities for Access Orders

The option to request a specific transmission path or channel is only provided for High Capacity Facilities Special Access.

When there are High Capacity facilities to a hub on order or in service for the customer's use, the customer may request a specific channel or transmission path be used to provide the Switched or Special Access Service requested in an Access Order. The Company will make a reasonable effort to accommodate the customer request.

## 5.2 Ordering Requirements

## 5.2.1 Switched Access Service

When ordering Switched Access service, the customer must specify the directionality of the service and whether the service is to be provided as (1) Direct Trunked Transport from the serving wire center to the end office or (2) Direct Trunked Transport from the serving wire center to a tandem which connects with Tandem Switched Transport from the tandem to the end office. When all or a portion of service is ordered as Direct Trunked Transport, the customer must specify the type and quantity of Direct Trunked Transport facility (e.g., Voice Grade, High Capacity DS1 or DS3, or Synchronous Optical Channel OC3 or OC12) and the hubs or ADM equipped wire centers involved.

The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., Voice Grade, High Capacity or Synchronous Optical Channel). For High Capacity or Synchronous Optical Channel Entrance Facilities, the customer must specify the facility assignment and the channel assignment for each trunk.

Direct Trunked Transport is available at all tandems and at all end offices except those end offices identified in this Tariff as not having the capability to provide Direct Trunked Transport. Direct Trunked Transport is not available: (1) from end offices that provide equal access through a Centralized Equal Access arrangement, or (2) from end offices that lack recording or measurement capability.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.2 Ordering Requirements (cont'd)****5.2.1 Switched Access (cont'd)**

When the customer has both Tandem Switched Transport and Direct Trunked Transport at the same end office, the customer will be provided Alternate Traffic Routing.

A customer's Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a Letter of Authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

**5.2.1.A. Feature Group A**

Orders for Feature Group A Switched Access Service shall be in lines.

When placing an order for Feature Group A Switched Access Service, the customer shall provide the following information in addition to that set forth in 5.1 preceding:

- The number of lines and the first point of switching (i.e., Dial Tone Office) Optional Features
- Whether the Off-hook Supervisory Signaling is provided by the customer's equipment before the called party answers, or is forwarded by the customer's equipment when the called party answers
- Lines to be provided as single lines. Lines to be arranged in multiline hunt group arrangements
- Directionality (1-way, 2-way, etc.)
- A projected Percentage of Interstate Use (PIU) as set forth in 2.4.3 preceding The Interexchange Carrier to which the service is connected or, in the alternative, specify the means by which the FGA access communications are transported to another state.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.2 Ordering Requirements (cont'd)

## 5.2.1 Switched Access (Cont'd)

## 5.2.1.B. Feature Group B

Orders for Feature Group B Switched Access Service shall be in lines.

When placing an order for Feature Group B Switched Access Service, the customer shall provide the following information in addition to that set forth in 5.1 preceding:

- The end office, except when FGB is provided through a centralized equal access arrangement, when direct routing is desired The access tandem office when tandem routing is desired

## Optional Features:

- Trunks to be provided as single trunks Trunks to be arranged in trunk group arrangements
- Directionality (1-way, 2-way, etc.)
- A projected Percentage of Interstate Use (PIU) as set forth in 2.4.3 preceding The Interexchange Carrier to which the service is connected or, in the alternative, specify the means by which the FGA access communications are transported to another state.
- The access code dialing arrangement (i.e., a uniform access code of 950-XXXX or an Abbreviated Dialing Arrangement (ADA) access code of N or NX)

For Feature Group B switched access service to a Wireless Switching Center (WSC) directly interconnected to a Company access tandem office, the customer shall provide information to the Company indicating the NXX code(s) to be accessed.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.2 Ordering Requirements (cont'd)

## 5.2.1 Switched Access (Cont'd)

## 5.2.1.C. Feature Group C, Feature Group D and SS7 Signaling

When placing an order for Feature Group C and D Switched Access Service, the customer shall provide:

- The number of BHMC from the customer designated premises to the end office or Operator Transfer Service location by Feature Group and by type of BHMC, or
- The number of trunks desired between customer designated premises and an entry switch or Operator Transfer Service location.
- The number of BHMC or trunks required for or to be converted to an SS7 Signaling capability.

For Feature Group D switched access service to a Wireless Switching Center (WSC) directly interconnected to a Company access tandem office, the customer shall provide information to the Company indicating the NXX code(s) to be accessed.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.2 Ordering Requirements (cont'd)****5.2.1 Switched Access (Cont'd)****5.2.1.C. Feature Group C, Feature Group D, and SS7 Signaling (cont'd)**

The BHMC may be determined by the customer in the following manner. For each day (8 am to 11 pm, Monday through Friday, excluding national holidays), the customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 a.m. hour). The customer shall, for the same hour period (i.e., busy hour) for each of twenty consecutive business days, pick the twenty consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The customer shall then determine the average busy hour minutes of capacity (i.e., BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive twenty business day period by 20. This computation shall be performed for each end office the customer wishes to serve. These determinations thus establish the forecasted BHMC for each end office.

Customers may, at their option, order FGD by specifying the number of trunks desired between customer designated premises and an end office, access tandem or operator services location. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.

When Feature Group C or D is ordered with the Interim NXX Translation optional feature, the customer shall specify the Service Access Code(s) (e.g., 900 and their associated NXX codes) to be translated within the entire LATA or Market Area. The initial and subsequent orders to add, change, or delete Interim NXX Translation codes shall be placed separately or in combination with orders to change Feature Group C or D Switched Access BHMC or trunks. Customer assigned NXX codes which have not been ordered will be blocked.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.2 Ordering Requirements (cont'd)****5.2.1 Switched Access (Cont'd)****5.2.1.C. Feature Group C, Feature Group D, and SS7 Signaling (cont'd)**

Orders for the Interim NXX Translation optional feature shall not be required until such time as a customer other than an MTS/WATS provider requests Interim NXX Translation of Service Access Codes. Upon receipt of such order, the Telephone Company shall notify the MTS/WATS provider of the activation of the Interim NXX Translation Service for the Service Access Code. Following such initial activation, all customers are required to place orders for Interim NXX Translation of the Service Access Code and the Interim NXX Translation charge for the Service Access Code shall apply. Interim NXX Translation Charge will be billed at \$135.00 per NXX per order.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.2 Ordering Requirements (cont'd)

## 5.2.1 Switched Access (Cont'd)

5.2.1.D. Directory Assistance  
Orders for Directory Assistance service shall be in BHMCs.

When placing an order for Directory Assistance service, the customer shall provide the following information:

- The number of BHMCs from the customer designated premises to the Directory Assistance location
- If Switched Access is required on the terminating end of the DA call, as set forth in Section \_\_\_\_ following, the Feature Group B, C or D Switched Access Service Trunk Group to be associated with the DA service
- Directory Transport options.

The BHMC information is used to determine the number of transmission paths.

5.2.1.E. SS7 Optional Feature  
When Feature Group C or D is ordered with the SS7 optional feature, in addition to information listed in 5.2.1(C) preceding, the customer shall specify a reference to existing signaling connections or reference a related SS7 signaling connection order. When ordering SS7 signaling, the customer shall provide the Signaling Transfer Point codes, location identifier codes and circuit identifier codes. In addition, the customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

When Feature Group C or D is ordered with the SS7 optional feature, in addition to information listed in 5.2.1(C) preceding, the customer shall specify a reference to existing signaling connections or reference a related SS7 signaling connection order. When ordering SS7 signaling, the customer shall provide the Signaling Transfer Point codes, location identifier codes and circuit identifier codes. In addition, the customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.2 Ordering Requirements (cont'd)

## 5.2.2 Special Access Service

When placing an order for Special Access Service the customer must specify:

- the customer designated premises or hubs or ADM equipped wire centers involved
- type of service (e.g., voice Grade, High Capacity, etc.)
- the channel interface(s)
- technical specification package
- options desired
- for multipoint services, the channel interface at each customer designated premises may, at the request of the customer, be different but all such interfaces shall be compatible.
- that the traffic consists of more than ten percent interstate traffic.

All part-time Video and Program Audio services are subject to a service inquiry. A service inquiry is a request to the Telephone Company to determine if facilities exist to provide the service ordered and to determine the service date on which service can be provided to the customer.

When ordering bridging and/or multiplexing, the Customer must specify the Company hub(s) from which they desire service. The Customer must specify only those hubs that provide the type of service ordered and interconnect with the wire center(s) from which the customer requires service.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.2 Ordering Requirements (cont'd)****5.2.3 Mixed Use Facilities - Switched and Special Access**

Mixed use is the provision of both Switched and Special Access Services over the same High Capacity or Synchronous Optical Channel facilities. Mixed use facilities to a hub or ADM equipped wire center will be ordered and provided as Special Access Service. Where mixed use is employed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.3 Charges Associated with Access Ordering****5.3.1 Access Order Charge**

The Access Order Charge is applied to all customer requests for new Special Access, Switched Access, Directory Assistance, and other Access Services. In addition, the Access Order Charge is applicable to customer requests for additions, changes or rearrangements to existing Access Services with the following exceptions:

The Access Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When the Interim NXX Translation charge is applicable.
- When a Miscellaneous Service Order Charge is applicable.
- When a Presubscription Charge is applicable.
- When a Telephone Company initiated network reconfiguration requires a customer's existing access service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
- When a Billing Name and Address Order charge is applicable.
- When a 900 Blocking Service charge is applicable.
- When a customer with a Special Access DS3 Capacity Discount converts to Special Access Synchronous Optical Channel Service.
- To Local Number Portability (LNP) Services.
- To Government Emergency Telecommunications Service (GETS).

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.3. Charges Associated with Access Ordering (cont'd)****5.3.1 Access Order Charge**

The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1 preceding and 5.2.2 preceding, except by the Company applying the Interim NXX Translation charge, and is in addition to other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition to the delivery of signaling to an existing STP Port.

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition of CICs to an existing Feature Group B or Feature Group D trunk group .

**5.3.2 Access Order Change Charges**

Access Order changes involve service date changes and design changes. The customer may request a change of its Access Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order change, the Company will schedule a new service date as set forth in Section 5.3.2.A, preceding.

**5.3.2.A. Service Date Change**

The customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the customer to either an earlier date or a later date which does not exceed 30 calendar days from the original service date.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)****5.3 Charges Associated with Access Ordering (cont'd)****5.3.2. Access Order Changes****5.3.2.B. Design Change**

The customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, or type of Interface Group or technical specification package.

**5.4 Minimum Service Periods And Cancellations**

5.4.1 The minimum period for which Directory Assistance Service and the Directory Access Service is provided and for which charges apply is six months. A minimum period of six months applies for each additional period of service ordered or extended.

5.4.2 Switched Access usage rated services (i.e., End Office, and Tandem Switched Transport) have no minimum period.

5.4.3 The minimum period for which all other Access Service is provided and for which charges are applicable is one month.

**5.4.4 Development of Minimum Period Charges**

When Access Service is disconnected after commencement of service, but prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

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

- For flat-rated Switched Access Service, the charge for a month or fraction thereof is equal to the applicable recurring charges plus any nonrecurring and/or Special Construction charge(s) that may be due.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

## 5.4 Minimum Service Periods and Cancellations (cont'd)

5.4.5 A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges will apply or,
- Billing for the service will commence.

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

5.4.6 When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

Installation of Switched Access, Special Access or other Access facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

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**SECTION 5 – ORDERING PROVISIONS (cont'd)**

5.4 Minimum Service Periods and Cancellations (cont'd)

5.4.6 (cont'd)

(a) A charge equal to the costs incurred in such installation including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs;

(b) The minimum period charges for Switched Access, Special Access, or other Access Services ordered by the customer, as set forth in 5.5.2 preceding.

5.4.7 When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

5.4.8 If the Company misses a service date by more than 30 days and such delay is not requested or caused by the customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

5.4.9 Partial Cancellation Charge

Any decrease in the number of ordered Special Access Service channels, or Switched Access Service lines, trunks, or busy hour minutes of capacity, or CCS/SS7 Port Terminations, or Asynchronous Transfer Mode Cell Relay Access Service Ports, Virtual Paths or Virtual Circuit Channels will be treated as a partial cancellation and charges will be determined as set forth in Section 5.4.6, preceding.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

The rates published in this tariff are the maximum rates for the services that Eureka offers. 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. 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 to the first contract Customer as specific in each individual contract.