

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T (T)
Second Revised Title Sheet |
Cancels First Revised Title Sheet (T)

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

Tariff Schedule Applicable to
INTRASTATE SWITCHED ACCESS SERVICE
of
Talk America, LLC

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(T)

U-5535-C

Applying to Intrastate Switched Access Communications Services Between Points in the State of California and Containing Rules and Regulations Governing Service.

4001 Rodney Parham Rd.
Little Rock, AR 72212

ACCESS SERVICES

CHECK SHEET

PAGE	REVISION		PAGE	REVISION
Title	Second		32	Second
1	Eighth	*	33	Second
2	Second		34	Second
3	Second		35	Second
4	Second		36	Second
5	Second		37	Second
6	Fourth		38	Second
7	Third		39	Second
8	Sixth	*	40	Second
9	Third		41	Second
10	Second		42	Second
11	Second		43	Second
12	Second		44	Second
13	Second		45	Second
14	Second		46	Second
15	Third		47	Second
16	Second		48	Second
17	Second		49	Second
18	Third		50	Second
19	Second		51	Second
20	Second		52	Second
21	Second		53	Second
22	Second		54	Second
23	Second		55	Second
24	Second		56	Second
25	Second		57	Second
26	Second		58	Second
27	Second		59	Second
28	Second		60	Second
29	Second		61	Second
30	Second		62	First
31	Second		63	First
			64	First
			65	First

* - Indicates sheets included in this filing.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

TABLE OF CONTENTS

SHEET NO.

Table of Contents	2
Preliminary Statement	4
Explanation of Symbols	4
Service Area Map	5
Rate Schedules	6
Schedule 1 Common Line	6
Schedule 2 Switched Transport	7
Schedule 3 End Office Switching.....	8
Schedule 4 800 Data Base Access Service	9
Schedule 5 Switched Access Optional Features.....	10
Schedule 6 Dedicated Access Services	11
Schedule 7 Supplementary Charges	12
Special Conditions Applicable to All Rate Schedules.....	13
Rules	
No. 1 Definitions	14
No. 2 Description of Service	19
No. 3 Application for Service.....	22
No. 4 Contracts.....	24
No. 5 Special Information Required on Forms.....	25
No. 6 Establishment and Re-Establishment of Credit	25
No. 7 Deposits	26
No. 8 Notices.....	27
No. 9 Rendering and Payment of Bills	28
No. 10 Disputed Bill Procedure.....	30
No. 11 Discontinuance and Restoration of Service	31
No. 12 Optional Rates and Information to be Provide the Public	33
No. 13 Temporary Service	33
No. 14 Special Construction.....	34
No. 15 Moves	36
No. 16 Service Rearrangements	37
No. 17 Service Connections and Facilities on Customer Premises	38
No. 18 Measurement of Service - Mileage.....	39
No. 19 Measurement of Access Minutes.....	40

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T
Second Revised Sheet 3
Cancels First Revised Sheet 3

(T)
|
(T)

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

TABLE OF CONTENTS, (Cont'd.)

	SHEET NO.
General Regulations	41
Liability	41
Limitations of Service	43
Use of Service	44
Responsibilities of Customer.....	46

2134 W. Laburnum
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ACCESS SERVICES

Preliminary Statement

This tariff contains the regulations and rates applicable to the furnishing of intrastate switched access service by Talk America, LLC between locations within the State of California.

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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 increase.
- (L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify reduction
- (T) - To signify a change in wording of text but not change in rate, rule or condition.
- (Z) - To signify reissued material.

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T
Second Revised Sheet 5
Cancels First Revised Sheet 5

(T)
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(T)

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ACCESS SERVICES

SERVICE AREA MAP

The Company provides intrastate telecommunications services to users at locations throughout the State of California. The Company will provide switched access services within the locations depicted below where it offers facilities-based local exchange services.

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T
Fourth Revised Sheet 6
Cancels Third Revised Sheet 6

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ACCESS SERVICES

1.0 RATE SCHEDULES

Schedule 1: Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Carrier Common Line Rate:

Originating, per Minute	\$0.000000 Note 1
Terminating, per Minute	\$0.000000
	Note 1

NOTE 1: All access minutes are billed a single per minute local switching rate found in Schedule 3.

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Richmond, VA 23227

ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 2: Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

1.	Entrance Facility		Monthly Recurring
	First DS1	Nonrecurring ICB ¹	ICB ¹
	Additional DS1s	ICB ¹	ICB ¹
2.	Direct-Trunked Transport		Monthly Recurring
	A. Direct Transport	Nonrecurring	
	Per DS1	ICB ¹	ICB ¹
	Per DS1, per Mile	ICB ¹	ICB ^{1f}
	B. Dedicated Trunk Port		
	Per DS1 Port	ICB ¹	ICB ¹
3.	Tandem-Switched Transport		
	A. Installation	Nonrecurring	
	First Trunk	ICB ¹	
	Additional Trunks	ICB ¹	
	B. Tandem Switched Transport, per Minute		\$0.000000 (Note 1)
	C. Tandem Switched Transport, per Minute, per Mile		\$0.000000 (Note 1)
	D. Tandem Switching, per Minute		\$0.000000 (Note 1)
	E. Transport Interconnection Charge, per Minute		\$0.000000 (Note 1)
	F. Host/Remote Transport Elements		
	1. Transport, per Minute		\$0.000000 (Note 1)
	2. Transport, per Minute, per Mile		\$0.000000 (Note 1)
4.	Network Blocking Charge		
	Per Blocked Call		\$0.000000 (Note 1)

NOTE 1: All access minutes are billed a single per minute local switching rate found in Schedule 3.

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ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 3: End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signalling function between the end office and the STP.

1. Local Switching

A. Originating

Tandem Switched, per minute
Non-8YY

AT&T Service Area	Note 2	(C)
Other Service Areas	\$0.01854967	(C)
8YY	Note 2	

Direct Trunked, per minute
Non-8YY

AT&T Service Area	Note 2	(C)
Other Service Areas	\$0.01759003	(C)
Note 2		

B. Terminating

Terminating switched access usage is billed at the Company's interstate access rates, which are set forth in PAETEC Communications, Inc. FCC Tariff No. 3.

2. Information Surcharge, per Minute \$0.000000 Note 1

NOTE 1: Non-8YY access minutes are billed a single per minute local switching rate found in Schedule 3.

NOTE 2: Rates are billed at the rates set forth in the Company's interstate Access Services Tariff, PAETEC Communications, Inc. FCC Tariff No. 3, as may be amended from time to time. This tariff is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=243>.

4001 Rodney Parham Rd.
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ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 4: 800 Data Base Access Service

This service provides access on a per query basis to the 800 (8YY) Data Base for the purpose of routing end user dialed 800 number calls to the Customer.

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<u>Effective:</u>	<u>7/1/2021 – 6/30/2022</u>	<u>7/1/2022 – 6/30/2023</u>	<u>7/1/2023</u>
Per Query			
All Areas	\$0.004248 (R)	\$0.0022240 (R)	\$0.00020 (R)

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ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 5: Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

	Monthly Recurring	Non- recurring
1. Supervisory Signaling	ICB	ICB
2. Alternate Traffic Routing	ICB	ICB
3. Cut-Through	ICB	ICB
4. Service Class Routing	ICB	ICB
5. FGD with 950 Access	ICB	ICB
6. Signaling System Seven (SS7)	ICB	ICB
7. Basic Initial Address Message Delivery	ICB	ICB
8. Called Directory Number Delivery	ICB	ICB
9. Flexible Automatic Number Identification Delivery	ICB	ICB

Other optional features may be available on request.

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T
Second Revised Sheet 11
Cancels First Revised Sheet 11

(T)
|
(T)

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ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 6: Dedicated Access Services

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Rates for all Dedicated Access Services are presently provided on an Individual Case Basis (ICB).

2134 W. Laburnum
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ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Schedule 7: Supplementary Charges

Customer Requested Due Date Change ^{1, 2}	\$50, per order
Customer Requested Expedite ²	\$250, per location
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

ACCESS SERVICES

1.0 RATE SCHEDULES, (Cont'd.)

Special Conditions Applicable to All Rate Schedules

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

1. Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

2. Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

3. Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

2134 W. Laburnum
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ACCESS SERVICES

2.0 RULES

No. 1 Definitions

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

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

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

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

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission - The California Public Utilities Commission.

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Company: Talk America, LLC.

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Customer(s): The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

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

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

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

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

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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

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

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

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

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

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

On-Hook: The idle condition of switched access or a telephone exchange service line.

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

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

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

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

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

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

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

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

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 2 Description of Service

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. 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 and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described herein.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

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ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 2 Description of Service, (Cont'd.)

Two types of Feature Group Access are available:

- Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.

- Direct Connect Access: The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 2 Description of Service, (Cont'd.)

There are Five rate categories which apply to Switched Access Service:

- Common Line - The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.
- Switched Transport - The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.
- End Office Switching - The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.
- Toll-Free 8XX Data Base Access Service - The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.
- Optional Features - Various optional features are available on an individual case basis (ICB).

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 3 Application for Service

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

Unless otherwise specified herein, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

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

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

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 3 Application for Service, (Cont'd.)

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for Switched Access service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 5 Special Information Required On Forms

No special notations are required to appear on agreements, contracts, bills, or deposit receipts.

No. 6 Establishment and Re-establishment of Credit

The Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet Company financial criteria. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 7 Deposits

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
2. A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the service to the Customer.
4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the California Public Utilities Commission or at the rate of 3% per annum if the CPUC has not specified a rate.
5. 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.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 7 Deposits, (Cont'd.)

6. A Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

No. 8 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, when deposited with the U.S. Postal Service.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills, (Cont'd.)

2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 10 Disputed Bill Procedure

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth preceding.
3. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth preceding.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service

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

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. A termination liability charge applies to early cancellation of a term agreement.

Cancellation by the Company:

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 60 days overdue.
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.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service, (Cont'd.)

Cancellation by the Company (Cont'd.):

3. 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.
4. 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.

Restoration of service:

1. 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 and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
2. Restoration of disrupted services shall be in accordance with applicable California Public Utilities Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T
Second Revised Sheet 33
Cancels First Revised Sheet 33

(T)
|
(T)

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 12 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of new, revised or optional rates available to them from the Company. Pertinent information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

Talk America, LLC

2134 W. Laburnum
Richmond, VA 23227

(T)
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(T)

No. 13 Temporary Service

[Reserved for Future Use]

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 14 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

1. Nonrecurring Charges;
2. Recurring Monthly Rates; and/or
3. Termination Liabilities.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 14 Special Construction, (Cont'd.)

Special Construction costs may include one or more of the following items to the extent that they are applicable:

1. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - A. equipment and materials provided or used;
 - B. engineering, labor and supervision;
 - C. transportation;
 - D. rights of way; and shipping and delivery.
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. license preparation, processing and related fees;
6. tariff preparation, processing and related fees;
7. any other identifiable costs related to the facilities provided; or
8. an amount for return and contingencies.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 15 Moves

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

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

1. Moves Within the Same Building

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

2. Moves to a Different Building

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 16 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 17 Service Connections and Facilities on Customers' Premises

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. 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.
3. The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

CPUC Utility No. U-5535-C
Talk America, LLC

Schedule Cal. P.U.C. No. 6-T (T)
Second Revised Sheet 39 |
Cancels First Revised Sheet 39 (T)

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 18 Measurement of Service B Mileage

Mileage, where applicable, will be measured in accordance with standard industry practices.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

2.0 RULES, (Cont'd.)

No. 19 Measurement of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS

3.1 Liability

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, 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.

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.

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.

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 FCC or the Commission's Rules and Regulations.

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS, (Cont'd.)

3.1 Liability, (Cont'd.)

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

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
2. 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
3. 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, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.2 Limitations of Service

1. Service is offered subject to the initial and continued 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, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
4. 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 affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.3 Use of Service

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. 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.
3. 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.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.3 Use of Service, (Cont'd.)

4. 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.

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer

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. 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.

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. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also 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.

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

4. 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 Sections 3.4.9-14 following.

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 may be implemented at the Company option to ensure acceptable service levels

5. On and Off-Hook Supervision

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

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

6. Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS (completed call seconds), 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.

7. 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.

8. 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.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports

A. Percent Interstate Usage (PIU)

(a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

(b) When a customer initially orders Switched Access service, the customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA
FGB
FGD
500
700 Service Access
8XX Toll Free
900
Entrance Facilities
Dedicated Interoffice Channel
Channelization Equipment

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

A. Percent Interstate Usage (PIU), (Cont'd)

(b) (Cont'd)

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the customer must provide the Telephone Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

A. Percent Interstate Usage (PIU), (Cont'd)

(b) (Cont'd)

Each quarter the customer shall furnish to the Telephone Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

FGA
FGB
FGD Terminating
500
700 Service Access
8XX Toll Free
900
Entrance Facilities
Dedicated Interoffice Channel
Channelization Equipment

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate Originating Minutes	+	Total Interstate Terminating Minutes

Total Originating Minutes	+	Total Terminating Minutes

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

A. Percent Interstate Usage (PIU), (Cont'd)

(c) When the customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

B. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in A. preceding will be used to determine the charges as follows:

(a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

- C. When a customer initially orders FGD, the customer shall state in its order the Percentage Interstate Usage (PIU). When a customer orders FGD, 500, 8XX Toll Free or 900, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company to use the Telephone Company developed percentage. In the event the customer does not supply the projected PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.

As indicated herein, the customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Telephone Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage - intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access tariff.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

9. Jurisdictional Reports, (Cont'd.)

- D. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Telephone Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the customer does not supply the projected state level PIU and the Telephone Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Telephone Company as the interstate percentage for such call detail.
- E. For Billing Name and Address for ANI service, the customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Telephone Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

10. Jurisdictional Report Verification

- A. When a customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within 30 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Telephone Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

Changes to the reported PIU will not be made for the test period. If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of this tariff and subject to the remedies described herein.

- B. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

10. Jurisdictional Report Verification, (Cont'd.)

- C. Audits may be conducted by: (a) an independent auditor under contract to the Telephone Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the customer. If the customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Telephone Company a report with supporting documentation to verify such procedures.
- D. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data the customer used to determine the projected interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep records from which the percentage was determined and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

11. Maintenance of PIU Records

A. The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:

- (a) All call detail records such as workpapers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;
- (b) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

12. PIU Audit Results

- A. Audit results will be furnished to the customer via Certified U.S. Mail (return receipt requested). The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
- B. Both credit and debit adjustments will be made to the customer's interstate access charges for the specified period to accurately reflect the interstate usage for the customer's account consistent with the provisions set forth herein.
- C. If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by 20 percentage points or more, the Telephone Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

13. Contested Audits

- A. When a PIU audit is conducted by an independent auditor selected by the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the audit report is furnished to the customer. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within thirty (30) calendar days from the date the audit report is furnished to the Telephone Company.
- B. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on A. preceding.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

13. Contested Audits, (Cont'd)

- C. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
- D. Absent written notification, within the time frame noted above, the customer must comply with the provisions set forth herein. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified herein.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

14. When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:
 - A. If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
 - B. If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
 - C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

15. Identification and Rating of VoIP-PSTN Traffic

A. Scope

1. VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 (released Nov. 18, 2011) ("FCC Order"), as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the Customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order.
2. This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

B. Rating of toll VoIP-PSTN Traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

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

C. Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection B., above, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the Customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a Customer to the Telephone Company's end user. The OPVU and TPVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Telephone Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer receives from the Telephone Company in the State that is originated by the Telephone Company in IP format.
2. The Customer will calculate and furnish to the Telephone Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format.
3. The OPVU, TPVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to 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. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.
4. After the Telephone Company verifies the OPVU and TPVU provided by the Customer the Telephone Company will apply the OPVU and TPVU factors to the associated intrastate access MOU as indicated in Sections D. and/or E. below.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

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

C. Calculation and Application of Percent-VoIP-Usage Factor

4.

In the event that the Telephone Company can not verify the Customer's OPVU and/or TPVU, the Telephone Company will request additional information to support the OPVU and/or TPVU, during this time no changes will be made to the existing OPVU and/or TPVU. The Customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing OPVU and/or TPVU. If after review of the additional information, the Customer and Telephone Company establish a revised and mutually agreed upon OPVU and/or TPVU factor, the Telephone Company will begin using the new factor with the next bill period.

If the dispute is unresolved the Customer may request that verification audits be conducted by an independent auditor, at Customer's sole expense. During the audit, the most recent undisputed OPVU and/or TPVU factor will be used by the Telephone Company.

5.

In the absence of an interconnection agreement, at no time will the Telephone Company allow an OPVU or TPVU factor greater than the applicable State percentage as identified in Paragraph 963 of the FCC Order.

2134 W. Laburnum
Richmond, VA 23227

ACCESS SERVICES

3.0 GENERAL REGULATIONS (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

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

D. Initial OPVU and TPVU Factor

In calculating the initial OPVU and TPVU factor(s), the Telephone Company will take the factor(s) provided by the Customer into account retroactively to January 1, 2012, *provided that* the Customer provides the factor(s) and supporting documentation, as specified in subsection C. above to the Telephone Company no later than 15 days after the effective date of this tariff. If the Customer does not furnish the Telephone Company with an OPVU and/or TPVU factor pursuant to the preceding subsection C., the initial factor will be zero.

E. OPVU and TPVU Factor Updates

The Customer may update the OPVU and/or TPVU factor(s) semi-annually using the method set forth in subsection C., above. If the Customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January and/or July of each year, a revised OPVU and/or TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by the Telephone Company the revised OPVU and/or TPVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.