
CARRIER TO CARRIER

This tariff, P.S.C. Delaware Tariff No. 4, issued by Cavalier Telephone Mid-Atlantic, LLC d/b/a PAETEC Business Services, replaces P.S.C. Delaware Tariff No. 4, issued by Cavalier Telephone Mid-Atlantic, LLC in its entirety.

CAVALIER TELEPHONE MID-ATLANTIC, L.L.C.

d/b/a PAETEC Business Services

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SERVICES WITHIN

THE STATE OF DELAWARE

Applicable in the State of Delaware.

CARRIER TO CARRIER

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CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF NOTES

- (C) Indicates Changed Rate Structure or Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates an Increase in Rates
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates a Reduction in Rates
- (T) Indicates Change of Text Only

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SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by Cavalier Telephone Mid-Atlantic, L.L.C. d/b/a PAETEC Business Services to Customers within the State of Delaware.

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SECTION 1 - GENERAL REGULATIONS, (Cont'd.)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX or 101XXXX.

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

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.

ANI RECIPIENT - End User who gets ANI from Customer.

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

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

CARRIER OR COMMON CARRIER - See Interexchange Carrier.

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.

COMPANY - Cavalier Telephone Mid-Atlantic, L.L.C. d/b/a PAETEC Business Services.

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. (T)
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CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (Cont'd.)

1.2 DEFINITIONS, (Cont'd.)

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - The last switching point before the End User.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

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

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.

FIRM ORDER CONFIRMATION DATE - The last date on which a change can be made to an Access Service Order.

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.

CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (Cont'd.)

1.2 DEFINITIONS, (Cont'd.)

INTEREXCHANGE CARRIER (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

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

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

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

LOCAL CALLING AREA - A geographical area, as defined in the Cavalier Telephone Mid-Atlantic, L.L.C. DE PSC No. 1 or subsequent tariffs in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

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

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

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

POINT OF INTERFACE - Mutually designated point where the Customer's and the Company's facilities will meet.

CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (Cont'd.)

1.2 DEFINITIONS, (Cont'd.)

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

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

SERVING WIRE CENTER - The last switching point before the End User.

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

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

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.

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

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

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.

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

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 is used for the purposed of rating calls.

CARRIER TO CARRIER

SECTION 1 - GENERAL REGULATIONS, (Cont'd.)

1.3 UNDERTAKING OF THE COMPANY

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A.** Service may be used for any lawful purpose by the Customer or by any End User.
- B.** 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.
- C.** 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.
- D.** 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 End Users 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.
 - (1)** Service may be used for any lawful purpose by the Customer or by any End User.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE, (Cont'd.)

2.1.1 Use of Service, (Cont'd.)

D., (continued)

- (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.

2.1.2 Limitations

- A.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE, (Cont'd.)

2.1.2 Limitations, (Cont'd.)

- C.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D.** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE, (Cont'd.)

2.1.3 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

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, charges are applicable, whether the service is used or not.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 PRICING

2.3.1 Conditions

- A.** The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Delaware Public Service Commission.
- B.** Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C.** A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 LIABILITIES OF THE COMPANY

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 PAYMENT FOR SERVICE RENDERED

2.5.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 PAYMENT FOR SERVICE RENDERED, (Cont'd.)

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

2.5.3 The Company reserves the right to assess a charge of 5% of the amount of the check whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.10.1 below.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 DEPOSITS

- 2.6.1** The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.6.2** The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.6.3** 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.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 DEPOSITS, (Cont'd.)

2.6.4 The Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check. If the Customer does not have any current charges and their account is final, the Company will return the full amount of the deposit by check.

2.7 ADVANCE PAYMENTS

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

2.8 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request, and the Company shall comply with the request and perform an in-depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.10 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 INSPECTION, TESTING AND ADJUSTMENT

- 2.9.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.9.2** The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or End User of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.9.3** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and an adjustment is requested by the Customer.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE

2.10.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

- A.** At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- B.** At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A.** Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B.** Nonpayment for service for which a bill has not been rendered;
- C.** Nonpayment for service which has not been rendered;
- D.** Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.

Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.4 Termination For Cause Other Than Nonpayment

A. General

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

- (1) in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- (2) if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or service is occurring, or is likely to occur, or
- (3) in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

A., (continued)

- (4) in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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

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

- (1) The use of facilities or service of the Company without payment of tariff charges;
- (2) Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

- (1) If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities, (continued)

(2) In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- (a) No charge shall apply for the period during which service had been terminated, and
- (b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.
- (c) Change in the Company's Ability to Secure Access

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

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 SUSPENSION OR TERMINATION OF SERVICE, (Cont'd.)

2.10.5 Emergency Termination of Service

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

2.11 OBLIGATIONS OF THE CUSTOMER

2.11.1 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.

2.11.2 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 normal wear permits.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.11.4 Testing

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

2.11.5 Design of Customer Services

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

2.11.6 Network Contingency Coordination

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

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to call upon the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.7 Jurisdictional Reports, (Cont'd.)

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

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

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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

2.11.9 Meet Point Billing

The Company shall provide terminations at its switches/access tandems for origination and termination of carrier access calls to and from interexchange carriers and the Customer. These calls will be billed under Meet Point Billing arrangements for interLATA and carrier access traffic. The Customer must establish separate trunk groups for traffic handled under Meet Point Billing arrangements. The Customer must provide call detail in standard industry format to the Company for calls exchanged or completed under Meet Point Billing arrangements. The rates and charges are set forth in Section 3 of this tariff.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.10 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.

(N)

(N)

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.10 Identification and Rating of VoIP-PSTN Traffic (cont'd.)

(N)

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.

(N)

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.10 Identification and Rating of VoIP-PSTN Traffic (cont'd.)

(N)

C. Calculation and Application of Percent-VoIP-Usage Factor (cont'd.)

- 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.

In the event that the Telephone Company cannot 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.

(N)

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.11 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

2.11.10 Identification and Rating of VoIP-PSTN Traffic (cont'd.)

(N)

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.

(N)

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 General

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

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

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd.)

2.12.2 Regulations

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

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

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd.)

2.12.2 Regulations, (Cont'd.)

- D.** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E.** Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F.** The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd.)

2.12.3 Regulations, (Cont'd.)

- G.** Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.12.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the regulations of the Public Service Commission of the State of Delaware.

CARRIER TO CARRIER

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.13 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises based upon the industry standard V & H mileage calculation formula.

CARRIER TO CARRIER

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CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer'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 or state where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. 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.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 RATE CATEGORIES

The following rate elements apply to Switched Access service:

- A. Originating Access
- B. Terminating Access
- C. Local Switching
- D. Local Transport
 - (1) Entrance Facility
 - (2) Interoffice Channel:
 - Direct Transport - Termination
 - Direct Transport Per Mile
 - Tandem Switching Per Minute
 - Tandem Switching Per Minute Per Mile
 - Access Tandem Switching Per Minute
 - (3) Interconnection Per Minute
- E. Information Surcharge

Not incorporated into the specific access elements is the Toll Free Data Base Access Service (i.e. 800/888) charge.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 RATE CATEGORIES, (Cont'd.)

3.2.1 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.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 RATE CATEGORIES, (Cont'd.)

3.2.2 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.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 RATE CATEGORIES, (Cont'd.)

3.2.2 Local Transport, (Cont'd.)

A. Transmission Paths

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

B. 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.

3.2.3 Toll Free Number Data Base Access Service

This service provides access on a per query basis to the Toll Free Number Data Base for the purpose of routing end user dialed toll free number calls (i.e. 800/888) to the Customer.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 RATE CATEGORIES, (Cont'd.)

3.2.4 Time of Day Usage Rates

Time of Day usage rates apply to switched access rate schedules that are based on minutes of use. Time of Day usage rates apply on a per access minute or per call basis and are accumulated over a monthly period.

The time when the connection is established is determined in accordance with the time (standard or daylight savings) that is legally in use at the point where the calling station is located. The time of originating connection determines whether day, evening or night rates apply.

When usage begins in one rate period and ends in another such usage will be billed at the rates applicable to each rate period.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 OBLIGATIONS OF THE COMPANY

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

3.3.1 Network Management

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

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd.)

3.3.2 Design and Traffic Routing of Switched Access Service

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

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd.)

3.3.3 Provision of Service Performance Data

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

3.3.4 Trunk Group Measurements Reports

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

3.3.5 Intercept

The Company arranges to provide for the termination of a call to a Company Intercept operator or recording at the dedicated intercept network from the end office switch. The operator or recording announces to caller the reason why the call cannot be completed, and if possible, provides corrected dialing instructions.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.4 OBLIGATIONS OF THE CUSTOMER

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

3.4.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.11.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.4 OBLIGATIONS OF THE CUSTOMER, (Cont'd.)

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

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

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.5 RATE REGULATIONS

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

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

3.5.1 Minimum Periods

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

3.5.2 Timing of Calls

- A.** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- B.** Unless otherwise specified in this tariff, usage is measured and rounded to the next higher one (1) minute for billing purposes.

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.5 RATE REGULATIONS, (Cont'd.)

3.5.2 Cancellation of Access Service Order

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

A. Prior to Firm Order Confirmation Date

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

B. On or After Firm Order Confirmation Date

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

Cancellation Fee	\$50.00
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CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

	DS-0	DS - 1	DS - 3	
A. Local Switching				
<u>Indirect Transport</u>				
Originating				(C)
Non-8YY	N/A	\$0.055328	\$0.055328	
8YY	N/A	Note 1	Note 1	(C)
Terminating	N/A	Note 1	Note 1	
<u>Direct Transport</u>				
Originating				(C)
Non-8YY		\$0.055328	\$0.055328	
8YY		Note 1	Note 1	(C)
Terminating		Note 1	Note 1	
B. Local Transport				
(1) Entrance Facility				
Non Recurring Charge	N/A	Note 1	Note 1	
Monthly Recurring Charge	N/A	Note 1	Note 1	
(2) Interoffice Channel				
Non Recurring Charge	N/A	Note 1	Note 1	
Direct Transport - Term.	N/A	Note 1	Note 1	
Direct Trans./Mile	N/A	Note 1	Note 1	
Tandem Swt./Minute	N/A	Note 1	Note 1	
(3) Interconnection/Minute	N/A			
Originating				(C)
Non-8YY		\$0.0300	\$0.0300	
8YY		Note 1	Note 1	(C)
Terminating		Note 1	Note 1	
(4) Multiplexing				
DS-1 to Voice Grade DS - 0		Note 1		
DS-3 to DS-1			ICB	
C. Information Surcharge				
Originating	N/A			(C)
Non-8YY		\$0.0040	\$0.0040	
8YY		Note 1	Note 1	(C)
Terminating		Note 1	Note 1	

Note 1: 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>.

ISSUED: June 29, 2021

EFFECTIVE: July 1, 2021

4001 Rodney Parham Rd.
Little Rock, AR 72212

CARRIER TO CARRIER

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.6 RATES AND CHARGES, (Cont'd.)

3.6.1 Recurring Charges, (Cont'd.)

(3)	Toll Free Data Base Access Service (i.e. 800/888/8YY)		(T)
	Per Query:		(C)
	Effective July 1, 2021 – June 30 2022	\$0.003086 (R)	
	Effective July 1, 2022 – June 30, 2023	\$0.001643 (R)	
	Effective July 1, 2023	\$0.000200 (R)	(C)
(4)	Activation Charge	Waived	
(5)	Reconnection Charge	ICB	

CARRIER TO CARRIER

CONTENTS

SECTION 4 - SPECIAL ACCESS SERVICE

4.1 Special Access Service 1

CARRIER TO CARRIER

SECTION 4 - SPECIAL ACCESS

4.1 Special Access Service

Special Access Service is available for establishing dedicated transmission channels between Customer-designated locations. Service is offered subject to the availability of facilities and equipment and subject to the provisions of this tariff.

4.1.1 General

Cavalier Special Access Service offers end to end provisions, control and testing capabilities by the Company from both ends of the Customer=s circuit, using Customer Premise Network Equipment (CPNE).

A. Cavalier DS0 Service

Cavalier DS0 Service is a digital Managed Bandwidth Service that provides transmission capabilities of up to 64 kb/s.

B. Cavalier DS1 (T1) Service

Cavalier DS1 (T1) Service is a digital Managed Bandwidth Service that provides high speed 1.544 Mb/s transmission.

C. Cavalier DS3 (T3) Service

Cavalier DS3 (T3) Service is a digital Managed Bandwidth Service that provides high speed 44.736 Mb/s transmission.

CARRIER TO CARRIER

SECTION 4 - SPECIAL ACCESS, (Cont'd.)

4.1 Special Access Service, (Cont'd.)

4.1.2 Access Connections

- A.** An Access Connection provides the physical connection at a Company point of presence (POP), of a local channel provided by an interconnecting local carrier. One Access Connection applies for each local channel or other access circuit connected to the service provided by the Company.
- B.** When the Company performs the functions of access design, ordering, installation, coordination, pre-service testing and service turn-up, trouble sectionalization and restoration coordination, the Access Coordination Function (ACF) applies. When the ACF is ordered, the Company will design the service based on standard engineering considerations. These considerations may not produce a minimum price configuration.
- C.** When the Company performs only the function of physical connection to a Customer-provided local access channel, only the Access Connection charge applies. In such cases, the Company makes no express or implied warranty that the assembly will operate properly or that end to end transmission will be satisfactory.

CARRIER TO CARRIER

SECTION 4 - SPECIAL ACCESS, (Cont'd.)

4.1 Special Access Service, (Cont'd.)

4.1.3 Rates

A. Access Charges

The Customer is responsible for all recurring and nonrecurring charges and special access surcharges associated with access channels provided by other carriers and for compliance with the providing carrier=s terms and conditions.

B. Access Coordination

A nonrecurring charge applies when the Company acts as the Customer=s agent for design, ordering and installation coordination of the local access channels provided by other carriers.

Per Local Loop

DS0 Service	\$100.00
T1/DS1 Service	\$300.00

C. Access Connection

Nonrecurring and monthly recurring charges apply for each connection between a Company-provided channel and a local access channel provided by another carrier. These charges apply in addition to the nonrecurring and recurring charges associated with the Company=s service and any pass-through carrier charges.

	Nonrecurring	Monthly
Per DS1 Channel	\$630.00	\$ 236.25
Per DS3 Channel	\$945.00	\$3,150.00

CARRIER TO CARRIER

SECTION 4 - SPECIAL ACCESS, (Cont'd.)

4.1 Special Access Service, (Cont'd.)

4.1.3 Rates, (cont=d.)

D. Interoffice Channel Charges

Recurring and nonrecurring Interoffice Channel Charges apply to the transmission channels provided by the Company. Recurring charges are based on circuit bandwidth capability and include a fixed component per channel, plus a mileage component. Mileage is computed using industry-standard V and H coordinates to compute the airline mileage between two Company POPs.

(1) DS0 Service	N/A
(2) DS1 Service	
Direct Trunk Transport Fixed Charge	\$63.00
Direct Trunk Transport Per Mile Charge	\$18.59
(3) DS3 Service	
Direct Trunk Transport Fixed Charge	\$892.50
Direct Trunk Transport Per Mile Charge	\$178.50

CARRIER TO CARRIER

SECTION 4 - SPECIAL ACCESS, (Cont'd.)

4.1 Special Access Service, (Cont'd.)

4.1.3 Rates, (cont=d.)

E. Multiplexing - Monthly Recurring Charge

(1)	DS1 to Voice Grade Service	\$210.00
(2)	DS3 to DS1 Service	\$787.50

CARRIER TO CARRIER

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CARRIER TO CARRIER

SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

5.1 GENERAL

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

5.2 LIMITATIONS

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

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.11.7 of this tariff.

5.4 RATES AND CHARGES

Per access minute:

The Carrier Common Line Charge is presently included in the per minute rates for Originating and Terminating Local Switching found in Section 3.6 of this tariff.

CARRIER TO CARRIER

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CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

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

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

6.1.2 Termination Liability

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

- A.** The period on which the termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (1)** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a)** equipment and materials provided or used;
 - (b)** engineering, labor, and supervision;
 - (c)** transportation; and
 - (d)** rights of way and/or any required easements;

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.1 SPECIAL CONSTRUCTION, (Cont'd.)

6.1.2 Termination Liability, (Cont'd.)

B., (continued)

- (2) license preparation, processing, and related fees;
- (3) tariff preparation, processing and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- A. LATA and type of switch
- B. Service description
- C. Rates and charges
- D. Quantity
- E. Length of the agreement.

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.4 500/900 ACCESS SERVICE

Originating 500/900 Access Service is a Trunk Side Switched Service that is available to the Customer via 900 Access Service trunk groups. 900 Access Service trunk groups will be provided in conjunction with FGD. 500/900 Access Service is available with either 1+ or 1+ and 0+ dialing capability, with 1+ the standard. 0+500/0+900 dialing is available for use with calling cards only (operator handled calls other than calling card calls are not permitted). When a 1+ or 0+500/900+NXX+XXXX call is originated by an end user, the Company will perform the Customer identification function to determine the Customer location to which the call is to be routed. The Customer identification function will be available at Company switches.

Additionally, 500/900 Access Service usage measurement shall be in accordance with the regulations set forth in this tariff. Usage shall be measured in the same manner in which Feature Group D access minutes are measured.

Unless prohibited by technical limitations of the Customer's terminating switch (e.g., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for 900 Access Service. 900 Access Service calls originated as 0-, 10XXX, 101XXXX, Company Coin sent paid, or originated from Inmate Service, and toll restricted stations will be blocked.

500/900 Access Service originating from Company Switch(es) will be using Feature Group D signaling with overlap outpulsing. Feature Group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company Switch(es) without the Customer identification function, will be provided using traditional signaling.

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.4 500/900 ACCESS SERVICE, (Cont'd.)

For 500/900 Access Service traffic originating from Company Switch(es) with the Customer identification function, Feature Group D parameters as specified in Section 3.1 and Section 3.2 of this tariff will apply.

The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (e.g., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line number to be used.

The Customer is responsible for using 500/900 Access Service in accordance with this tariff. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. The Customer shall cooperate with the Company to resolve complaints which may result from such uses of 500/900 Access Service.

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.4 500/900 ACCESS SERVICE, (Cont'd.)

6.4.1 500/900 Access Service Implementation Charge

The following nonrecurring charges are assessed for the provision of 500/900 Access Service. Subscribers to 500/900 Access Service receive originating access service. The Service Establishment Charge will be applied whenever a Customer places an initial order for 500/900 Access Service, and includes the cost of establishing one NXX code. Each additional NXX requested on the same order will be subject to the Additional NXX code Charge. The Subsequent Order Charge applies to the first NXX code to be added or deleted on a subsequent order. The Additional NXX Code Charge is applicable to any additional NXX codes after the first one requested on any subsequent orders.

Service Establishment Charge	\$1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.5 TANDEM TRANSIT SERVICE (TTS)

Cavalier's Tandem Transit Service (TTS) is defined as inter-carrier destination routing of customer calls that are delivered to Cavalier for termination through direct interconnection arrangements with the customer and Cavalier, and are delivered to another carrier's end users where direct interconnection arrangements with Cavalier exist. The service enables Cavalier TTS customers (e.g., IXC, ILEC, CLEC, CMRS carrier,) to utilize tandem and transport through Cavalier for their calls destined to any other carrier within a LATA. A tandem switch connects one trunk to another; it is an intermediate switch or connection between an originating telephone call and the final destination of the call.

Cavalier TTS customers will directly connect to Cavalier (e.g. DS3, cross-connect) on a per LATA basis. Cavalier will provide TTS consistent with the terms of its interconnection agreement with the terminating carrier, and will deliver the TTS customer calls to the terminating carrier pursuant to its interconnection arrangements established with such carrier. Cavalier TTS service will not route traffic to tandem through other carrier's networks. The service will provide routing capabilities and facilitate carrier-to-carrier terminations for TTS customer calls.

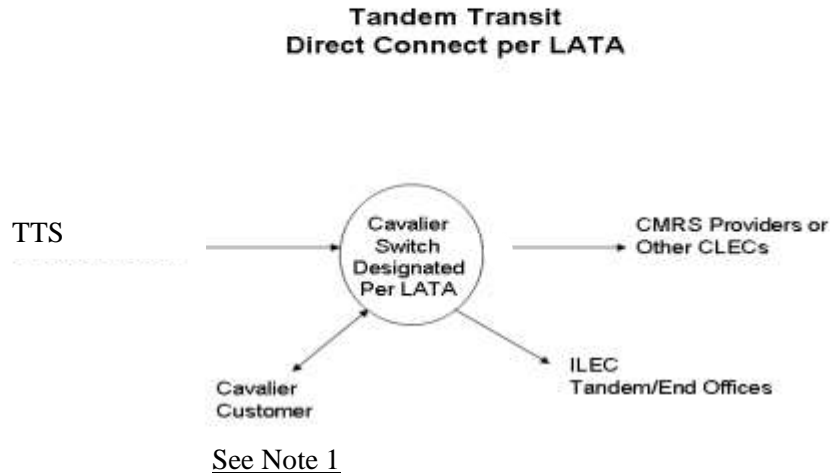
The service is provided at the Cavalier Tandem Transit Service rate element and rate as shown below. Both standard and custom rates may apply. Standard rates will apply to those arrangements utilizing direct interconnection arrangements. Custom services, will provide for additional and specialized end office routing, and are provided on an individual case basis (ICB). For Cavalier TTS service, Cavalier will provide the terminating carrier, with Exchange Message Interface ("EMI") standard and exchange records, consistent with industry guidelines. The terminating carrier is defined as the carrier providing local exchange service to the end user customer receiving the call.

Cavalier TTS is offered on a month-to-month basis to customers. Cavalier TTS customers (e.g. carriers) must directly connect to Cavalier within the same LATA and terminate calls to Cavalier customers, ILEC end offices/tandems, and other carriers that are also directly connected to Cavalier within the same LATA.

CARRIER TO CARRIER

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd.)

6.5 TANDEM TRANSIT SERVICE (TTS), (Cont'd.)



Charges: Cavalier charges local termination (tandem). Presents EMI record to ILEC.

6.5.1 Rates (per MOU) Applicable to Transit Calls

The following rate will apply to calls transiting Cavalier for termination to end users served by another carrier with a direct interconnection arrangement with Cavalier. In addition, applicable access charges or reciprocal compensation charges as imposed by that carrier may also apply.

Standard	\$0.0008261 per MOU
Custom	ICB

Note 1: A Cavalier TTS Customer may utilize their direct trunks with Cavalier to terminate end office traffic to Cavalier's end users. The traffic routed to Cavalier's end users will not be subject to the TTS rates but will be subject to either access charge, reciprocal compensation, or other charges as may be applicable for the type and jurisdiction of the traffic being terminated.

CARRIER TO CARRIER

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CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION

7.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

7.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages recorded via the Company's end office or tandem switching equipment through Switched Access service. Recording is provided 24 hours a day, seven (7) days a week.

The Company will provide, at the request of the Customer, Recording Service in association with messages that can be recorded by the Company-provided automatic message accounting equipment.

The Company will provide Recording Service in its operating territory.

The term "Customer message" used herein denotes an intrastate call originated by a Customer's End User. The beginning and ending of a Customer message are determined pursuant to the written instructions of the Customer, i.e., Feature Group Switched Access Service, local and intraLATA access or resale, and intraLATA toll free service (i.e., 800/888) service.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

7.2.1 Undertaking of the Company

- A.** The Company will record all Customer messages that are available to the Company-provided recording equipment or operators. The Company will record all Customer messages, including interLATA intrastate, intraLATA intrastate, local and interLATA interstate messages. Unavailable Customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.

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

Assembly and Editing, Provision of Customer Detail, data transmission to a Customer location, special orders for recording program and program development will be provided to the Customer on a contractual basis.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

7.2.1 Undertaking of the Company, (Cont'd.)

- C. Recorded Customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference (i.e., on paper or microfiche) in place of the recorded Customer message detail. For recorded Customer message detail not used by Message Processing Service, at the Customer's request the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. Charges may apply to recover costs associated with this retrieval. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

7.2.2 Liability of the Company

Notwithstanding 7.2.1 preceding, the Company liability for Recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer, End User or other person or entity other than as set for in 7.2.1.A. and B. preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

7.2.3 Obligations of the Customer

The Customer shall order Recording Service under a Special Order.

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

The Customer shall order Recording Service by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

7.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

- (1) Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any twelve month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of Billing and Collection Services and the charges to the Customer for other services provided by the Company pursuant to this tariff.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

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

A. Notice and Scope, (continued)

- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, the materials to be reviewed.
- (3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
- (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for a good cause. The Company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and proposed completion.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

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

B. Payment of Expense

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

C. Requests for Examinations

- (1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- (2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.2 Recording Service, (Cont'd.)

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

D. Audit Provision

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

E. Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

7.3 Automatic Number Identification

Offered in conjunction with Recording Service, ANI provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises, or where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises. ANI is offered only in conjunction with Recording Service and is not offered on a stand-alone basis.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.4 Billing Name and Address Service

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

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

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

BNA Service will be provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications, facsimile, or by mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.4 Billing Name and Address Service, (Cont'd.)

7.4.1 Undertaking of the Company

- A.** A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail, or its equivalent, within ten (10) business days.
- B.** The Company will specify the format in which requests and tapes are to be submitted.
- C.** The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company database, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- D.** The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances in which the BNA information is not the BNA that was applicable at the time the message was originated.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.4 Billing Name and Address Service, (Cont'd.)

7.4.2 Obligations of the Customer

- A.** With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B.** The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- C.** The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.4 Billing Name and Address Service, (Cont'd.)

7.4.3 Rate Regulations

- A.** Service Establishment Charges may apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master BNA List for a Customer.
- B.** A charge applies for each request for BNA information for a telephone number or BTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- C.** When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge may apply.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.5 Rates and Charges

7.5.1 Recording

Per Customer Message ICB

7.5.2 Billing Name and Address

Manual Transaction
Service Establishment Charge ICB
Query Charge Per Number ICB

Mechanized Transaction
Service Establishment Charge ICB
Query Charge Per Number ICB

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.6 Provision of Access Service Billing Information

- A. The customer will receive its monthly bills in a standard paper format.
- B. At the option of the customer, and for an additional charge:
 - 1. Billing detail and/or information may be transmitted to the customer premises by data transmission,
 - 2. Additional copies of the customer monthly bill or service and features record may be provided in standard paper or made available electronically.
- C. Upon acceptance by Cavalier of an order for data transmission, the Company will determine the period of time to implement the transmission of such material on an individual order basis. Regulations regarding electronic data transmission failure will apply as follows:
 - 1. In the event of transmission failure resulting from Cavalier error, the Company will re-send a bill by electronic data transmission at no charge to the customer. The bill payment due date will be negotiated between the Company and customer for this bill.
 - 2. In the event of transmission failure resulting from failure of the customer's transmission line or other customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the access bill as set forth herein. The bill payment due date will be unchanged.
 - 3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate access bill in standard paper format. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the access bill will apply as set forth herein.

CARRIER TO CARRIER

SECTION 7 - BILLING AND COLLECTION, (Cont'd.)

7.6 Provision of Access Service Billing Information, (Cont'd.)

- D. The rates and charges for the provision of Access Service Billing Information are as follows:
1. Data Transmission to a customer's premises of billing detail and/or information,
Per line of data transmitted \$0.0080
 2. Additional copies of the customer's monthly bill or service and features record in
standard paper format
Per page \$0.0599
 3. Additional copy of the customer's monthly bill or service and features record
made available electronically
Per copy ICB

CARRIER TO CARRIER

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CARRIER TO CARRIER

SECTION 8 - CONNECTING COMPANY INTERCONNECTION -Local

8.1 General

Connecting Company Interconnection - Local service applies to an interconnection arrangement, over one-way or two-way interoffice trunks, between the Company and another telecommunications carrier (the Connecting Company) for the distribution of local traffic that originates or transits from a Connecting Company's end office or tandem switch and terminates at the Company's end office or tandem switch for the distribution of local exchange traffic.

8.2 Responsibilities of the Connecting Company

8.2.1 The Connecting Company is responsible for the provisioning of the facilities within its own network up to a physical meet point located at the property line of the Company's end office or tandem switch, or at a mutually agreeable interface point. The physical interconnection is not limited to any electrical or optical interface medium, provided that the medium conforms to Industry Standard specifications (See Telcordia Publications: TR-INS-000342, AM-TR-TLMO-000072, SR-TSV-02275, AM-TR-OAT-00069).

8.2.2 Where the Company receives insufficient call detail to identify the calling station to determine the rating of a call under this Section, the Company will charge the applicable rates for terminating switched access as set forth in Section 5.

8.3 Responsibilities of the Company

The Company will make available notes and other information necessary describing the interoffice transmission and signaling procedures standard to the Company's network.

Unless otherwise agreed to, the Company will provide the carrier facilities or other termination facilities that may be required to effect physical interconnection.

8.4 Responsibilities of the Parties

The parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers.

Each party will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

CARRIER TO CARRIER

SECTION 8 - CONNECTING COMPANY INTERCONNECTION -Local (Cont'd)

8.5 Ordering Procedures

The Company and the Connecting Company will work cooperatively to establish the necessary trunk requirements to complete calls over this physical arrangement.

8.6 Operation, Maintenance, and Engineering

The Company and the Connecting Company are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and Connecting Company will perform functions for each other that are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

8.7 Installation, Maintenance, and Repair

The Company's standard intervals for access services and interconnection services, where applicable, will be used (See Sections 1-9 of this tariff).

8.8 Rates and Charges

Local traffic associated with this interconnection will be billed at \$0.001957 per minute of use. This charge also applies to local traffic that originates from a Cavalier end user and terminates to another LEC, cellular, paging, or other provider that is "reverse billed"¹ to the terminating provider.

¹ Reverse billing is a situation where the terminating carrier, not the originating end user, is charged for the call.