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SWITCHED ACCESS SERVICES

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*This tariff, Lightship Telecom, LLC d/b/a EarthLink Business I Maine Tariff No. 4, replaces in its entirety, Lightship Telecom, LLC d/b/a One Communications I Maine Tariff No. 3, which is presently on file with the Commission.*

**Lightship Telecom, LLC**  
**d/b/a EarthLink Business I**

CHARGES GOVERNING THE PROVISION OF  
SWITCHED ACCESS AND DEDICATED TELECOMMUNICATIONS  
SERVICES FOR CONNECTION TO COMMUNICATIONS  
FACILITIES WITHIN THE STATE OF MAINE

This tariff applies to the Switched Access and Dedicated Telecommunications Services furnished by Lightship Telecom, LLC d/b/a EarthLink Business I ("Company") between one or more points in the State of Maine. This tariff is on file with the Maine Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principle place of business, 1375 Peachtree Street, Level A, Atlanta, GA 30309.

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Issued: September 29, 2011

Effective: October 4, 2011

By: Vice President, Tax  
1375 Peachtree Street, Level A  
Atlanta, GA 30309

**SWITCHED ACCESS SERVICES**

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

Page	Revision		Page	Revision	Page	Revision
Title	Original		26	Original	51	Original
1	5 <sup>th</sup> Rev.	*	27	Original	52	Original
2	5 <sup>th</sup> Rev.	*	28	Original	53	Original
3	1 <sup>st</sup> Rev.		29	Original	54	Original
4	Original		30	Original	55	Original
5	Original		31	Original	56	Original
6	Original		32	Original	57	Original
7	Original		33	Original	58	Original
8	Original		34	Original	59	Original
9	Original		35	Original	60	Original
10	Original		36	Original	61	Original
11	1 <sup>st</sup> Rev.		37	Original	62	Original
12	Original		38	Original	63	Original
13	Original		39	Original	64	Original
14	Original		40	Original	65	Original
15	Original		41	Original	66	Original
16	Original		42	Original	67	Original
17	Original		43	Original	68	Original
18	Original		44	Original	69	Original
19	Original		45	Original	70	Original
20	Original		46	Original	71	Original
21	Original		47	Original	72	Original
22	Original		48	Original	73	Original
23	Original		49	Original	74	Original
24	Original		50	Original	75	Original
25	Original					

\* - indicates those pages included with this filing

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By: Senior Regulatory Counsel  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

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**CHECK SHEET, (CONT'D.)**

Page	Revision	Page	Revision	Page	Revision
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77	Original	92	Original	107	Original
78	Original	93	Original	108	Original
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80	Original	95	Original	110	Original
81	Original	96	Original	111	1 <sup>st</sup> Rev.
82	1 <sup>st</sup> Rev.	97	Original	112	1 <sup>st</sup> Rev.
83	1 <sup>st</sup> Rev.	98	Original	112.1	Original
84	Original	99	Original	113	Original
85	Original	100	Original		
86	1 <sup>st</sup> Rev.	101	2 <sup>nd</sup> Rev.	*	
87	Original	102	Original		
88	Original	103	Original		
89	Original	104	Original		
90	Original	105	1 <sup>st</sup> Rev.	*	

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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

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

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify a increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**APPLICATION**

This tariff applies to intrastate switched access and dedicated telecommunications services supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Lightship Telecom, LLC d/b/a EarthLink Business I.

The Terms and Conditions and Rate Schedules of this tariff govern Company services originating and terminating at points within Maine. The Company's intrastate service territory is the entire State of Maine. Company services are available 24 hours a day, 7 days a week. Company services are available for (residential or non-residential customers or both).

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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1375 Peachtree Street, Level A  
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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff are described below.

Advance Payment - Part or all of a payment required before the start of service

Access Services - The Company's interstate telephone services offered pursuant to this tariff.

Busy Hour Minutes of Capacity (BHMC) -The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Carrier or Common Carrier - See Interexchange Carrier.

Commission - Refers to the Maine Public Utilities Commission.

Common Channel Signaling - The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Company or The Company - Lightship Telecom, LLC d/b/a EarthLink Business I, the issuer of this tariff.



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SWITCHED ACCESS SERVICES

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Company Calling Card - A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Credit Card - A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User or User - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Interexchange Carrier (IXC) or Interexchange Common Carrier - The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication between two or more exchanges.

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**SWITCHED ACCESS SERVICES**

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

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

Residential Customer - A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

Service - Any telecommunications service(s) provided by the Company under these schedules.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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**SWITCHED ACCESS SERVICES**

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Service Order - The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Service Switching Point (SSP) - A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center - The term "Serving Wire Center" denotes the wire center from which the Customer designated premises would normally obtain dial tone.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP) - The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

Signaling Point of Interface (SPOI) - The term "Signaling Point of Interface (SPOI)" denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7) - The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

**SWITCHED ACCESS SERVICES**

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**SECTION 1 - DEFINITIONS (CONT'D.)**

Signal Transfer Point (STP) - The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port - The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Station – A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Toll Free - A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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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(N)

Universal Emergency Telephone Number (911) Service - Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

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

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(N)

VOIP PROVIDER PARTNER - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

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

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

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**SECTION 2 - REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be end to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This tariff shall be interpreted and governed by the laws of the state in which the service is provided regardless of its choice of laws provision.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: ( 1 ) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D. The Company shall not be liable for any claims for loss or damages involving (Cont'd):

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;



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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- D. The Company shall not be liable for any claims for loss or damages involving (Cont'd):
  - 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  - 11. Any non-completion of calls due to network busy conditions;
  - 12. Any calls not actually attempted to be completed during any period that service is unavailable.
  
- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- J. Any of the above provisions limiting liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316 (5), Exclusion or Modification of Warranties.

2.1.5 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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**SWITCHED ACCESS SERVICES**

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

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer (Cont'd.)

- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

A. (Cont'd.)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100% projected interstate percentage= intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- B. For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.



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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

- C. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- D. The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes- interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5 following.

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

- E. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3.A preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3.A preceding.
  
- F. The Customer reported projected interstate percentage of use as set forth in Section 2. 3. 3.A preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3.A preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

- G. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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SWITCHED ACCESS SERVICES

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SWITCHED ACCESS SERVICES

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

Customer deposits will be collected, maintained, and returned in accordance with sections 81,86 and 270 of the Commission's rules.

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. three months' charges for a service or facility which has a minimum payment period of one month: or
  2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.

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SWITCHED ACCESS SERVICES

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

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits (Cont'd.)

- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate specified by the Maine Commission in accordance with Chapter 870 of the Public Utilities Commission Rules. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services. All state and local taxes are listed as separate line items and are not included in the rates quoted in the rate schedule.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges

All customer bills are due and payable when presented. The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- E. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the Company may proceed with collection activities pursuant to Chapter 81 or 860 of the Commission's Rules, and a late payment penalty applied to the undisputed amount shall be due to the Company. The late payment penalty shall be calculated at a monthly rate not to exceed the rate specified in Chapter 870 as updated annually by the Commission's Director of Finance, on the undisputed past due amount.
- F. Pursuant to Chapter 870 of the Commission's Rules, the Customer will be assessed a charge of five dollars ( \$5.00) or the amount that the bank charges the company, not to exceed \$15.00, for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.



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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing Disputes

A. General

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

Customer Complaints are handled by a full service customer service department. Customers may call the Company's customer service number or submit a written complaint to:

Lightship Telecom, LLC  
d/b/a EarthLink Business I  
1375 Peachtree Street, Level A  
Atlanta, GA 30309

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing Disputes (Cont'd.)

C. Adjustments or Refunds to the Customer

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

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.3 Billing Disputes (Cont'd.)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.4 Discontinuance of Service for Cause (Cont'd.)

- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.4.A or 2.6.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6.A following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- A. For Feature Group D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in ( B ) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

B. The charge for the Direct Trunk Transport and the Tandem Switched Transport and Termination rate elements for services provided as set forth in Section 2.6.6.A preceding are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Direct Trunk Transport and the Tandem Switched Transport, as defined in 3.1.2.B following. Determine the airline mileage for the Direct Trunk Transport and the Tandem Switched Transport charge using the V&H method as set forth in Section 2.10.2 following.

2. For Feature D Switched Access Service, the Direct Trunk Transport and the Tandem Switched Transport and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

a. Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Direct Trunk Transport and the Tandem Switched Transport per mile per access minute rate

by

the Company's billing percentage factor.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

B. The charge for the Direct Trunk Transport and the Tandem Switched Transport and Termination rate elements for services provided as set forth in Section 2.6.6.A preceding are determined as follows (cont'd):

2. For Feature D Switched Access Service, the Direct Trunk Transport and the Tandem Switched Transport and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges (cont'd).

b. Multiply:

The number of access minutes

by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

c. Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.



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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

C. The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6.A preceding is determined as follows:

1. Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
2. For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate

by

the Company's billing percentage factor.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

D. For Feature Group D.

1. For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
2. For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
3. The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

E. The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.6.6(F) below.

F. Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing.

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SWITCHED ACCESS SERVICES

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd.)

- G. Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6.A preceding, the Company will give affected Customers 30 days' notice.
- H. Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6(B) preceding, will not be applied to the meet Point billing arrangement.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.C following, Access Order Modifications.

2.6.8 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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SWITCHED ACCESS SERVICES

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

2.7 Allowances for Interruptions in Service

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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SWITCHED ACCESS SERVICES

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances (Cont'd.)

- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SWITCHED ACCESS SERVICES

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SWITCHED ACCESS SERVICES

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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SWITCHED ACCESS SERVICES

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

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.



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SWITCHED ACCESS SERVICES

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

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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**SWITCHED ACCESS SERVICES**

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

2.9 Customer Liability for Unauthorized Use of the Network (Cont'd.)

2.9.1 Unauthorized Use of the Network (Cont'd.)

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SWITCHED ACCESS SERVICES

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

2.9 Customer Liability for Unauthorized Use of the Network (Cont'd.)

2.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SWITCHED ACCESS SERVICES

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

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

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

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

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SWITCHED ACCESS SERVICES

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

2.10 Application of Rates (Cont'd.)

2.10.1 Charges Based on Duration of Use

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in AT&T Tariff F.C.C. No. 10.

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SWITCHED ACCESS SERVICES

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

2.10 Application of Rates (Cont'd.)

2.10.2 Rates Based Upon Distance (Cont'd.)

B. The airline distance between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
7. Formula:

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

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SWITCHED ACCESS SERVICES

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

2.10 Application of Rates (Cont'd.)

2.10.3 Mileage

The mileage to be used to determine the Direct Trunk Transport and the Tandem Switched Transport monthly rates are calculated as the airline distance between the end office switch where the call carried by Direct Trunk Transport and the Tandem Switched Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Direct Trunk Transport and the Tandem Switched Transport mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Direct Trunk Transport and the Tandem Switched Transport rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SWITCHED ACCESS SERVICES

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**SECTION 3 - SWITCHED ACCESS SERVICE DESCRIPTIONS**

3.1 Switched Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and bunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "888" or 877".



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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order

A. Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1. For Feature Group D Switched Access Service:

a. When direct routing to an end office is desired, the Customer shall specify:

- the number of trunks,
- the end office and
- the Local Transport and Local Switching options desired.

b. When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

A. Ordering Access Service Types (Cont'd.)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

2. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

A. Ordering Access Service Types (Cont'd.)

2. (Cont'd.)

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3. For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

B. Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

B. Access Order Service Date Intervals (Cont'd.)

1. Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services is as follows:

Trunk Groups	Standard Interval
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

2. Negotiated Interval

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

- a. There is no Standard Interval for the service, or;
- b. The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- c. The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

B. Access Order Service Date Intervals (Cont'd.)

2. Negotiated Interval (Cont'd.)

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

	Maximum Interval
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

B. Access Order Service Date Intervals (Cont'd.)

3. Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

B. Access Order Service Date Intervals (Cont'd.)

3. Advance Order Interval (Cont'd.)

a. Advance Payment

A nonrefundable Advance Payment will be calculated as follows: The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

b. Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

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

1. Service Date Change Charge

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

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is set forth in this tariff.



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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications (Cont'd.)

2. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in this tariff will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3. Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is set forth in this tariff.

If a change of service date is required, the Service Date Change Charge will also apply.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications (Cont'd.)

4. Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

D. Cancellation of an Access Order

1. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services 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 a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

D. Cancellation of an Access Order (Cont'd.)

2. When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- a. When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- b. If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

E. Minimum Period

1. The minimum period for which Access Service is provided and for which charges are applicable, is one month.
2. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

E. Minimum Period (Cont'd.)

2. (Cont'd.)

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established

- a. A move to a different building.
- b. A change in type of service.
- c. A change in Switched Access Service Interface Group.
- d. Change in Switched Access Service traffic type.
- e. A change in STP Access link.
- f. A change in STP Port.
- g. Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- h. Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

F. Minimum Period Charges

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

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

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

G. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

G. Nonrecurring Charges (Cont'd.)

1. Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

a. Moves Within the Same Building

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

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.1 Access Service Order (Cont'd.)

G. Nonrecurring Charges (Cont'd.)

2. Service Rearrangements (Cont'd.)

b. Moves to a Different Building

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

H. Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 6.1.2.C following, for each overflow in excess of ordered capacity.



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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.2 Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originated or terminated customer's communications.

A. Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B. Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.2 Switched Transport (Cont'd.)

B. Direct Trunk Transport Rate Category (Cont'd.)

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1, or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed and per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

C. Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office. For Tandem Switched Transport, the Company will determine the type of facilities from the SWC of the customer's premises to the end office based on the customer's order for service on a busy hour minutes of capacity basis or on a per trunk basis.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.2 Switched Transport (Cont'd.)

C. Tandem Switched Transport Rate Category (Cont'd.)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.2 Switched Transport (Cont'd.)

D. Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

E. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.3 Other Rate Categories

A Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Toll Free Data Base Access Service Charge is assessed as set forth in Section 6.4. Toll Free Data Base Access Service is comprised of the following elements:

1. Toll Free Data Base Access Service Query Charge

The Toll Free Data Base Access Service Query Charge applies for the identification of the appropriate customer for Toll Free Data Base Access Service.

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SWITCHED ACCESS SERVICES

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

3.1 Switched Access Services (Cont'd.)

3.1.3 Other Rate Categories (Cont'd.)

A. Toll Free Data Base Access Service (Cont'd.)

2. POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA + NXX-XXXX delivered instead of the Toll Free dialed number (e.g., 800 + NXX-XXXX) delivered to the service provider.

A POTS Translation Charge is assessed as set forth in Section 6.4.

3. Call Handling & Destination Feature Charge

The Toll Free Call Handling and Destination Features Package, available only with the Toll Free Data Base Access Service, provides feature functionality in addition to basic query. The feature package may include various destination options such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 6.4.

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SWITCHED ACCESS SERVICES

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

3.2 Miscellaneous Services

3.2.1 Presubscription

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 6.2.1, applies.
- B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
  - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 6.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

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SWITCHED ACCESS SERVICES

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

3.2 Miscellaneous Services (Cont'd.)

3.2.2 Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Section 6.2.1.B will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 6.2.1.A following.



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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS**

4.1 General

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

4.2 Service Configurations

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

4.2.1 Point-To-Point Service

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

4.2.2 Multipoint Service

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

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.3 Service Descriptions and Technical Specifications

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

4.3.1 Voice Grade Service (DS-0)

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

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

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.3 Service Descriptions and Technical Specifications (Cont'd.)

4.3.2 Digital Data Service (DDS)

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

4.3.3 DS-1 Service

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

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

4.3.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 7 of this tariff.

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.3 Service Descriptions and Technical Specifications (Cont'd.)

4.3.5 Type II Channels

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

4.3.6 DS-3 Service

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

(T)

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

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**SWITCHED ACCESS SERVICES**

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.3 Service Descriptions and Technical Specifications (Cont'd.)

4.3.7 DS-3 Packaging

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

4.3.8 Fractional DS-1 Service

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

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.3 Service Descriptions and Technical Specifications (Cont'd.)

4.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

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

DS-1 to DS-0 Multiplexing

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

4.3.10 Customer Provided Equipment

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

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.4 Rate Categories

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

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

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated. (T)

4.4.2 Channel Mileage Termination (CMT) - Fixed

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

4.4.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 2.10.2. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.4 Rate Categories (Cont'd.)

4.4.4 Optional Features and Functions

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

4.4.5 Extraordinary Charges

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

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

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



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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.4 Rate Categories (Cont'd.)

4.4.6 Volume Discounts

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

4.4.7 Term Discounts

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

4.5 Application of Rate Elements

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

4.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.6 Regulations and Computations of Mileage

4.6.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

4.6.2 All times refer to local time.

4.6.3 All inter-city services are rated according to the mileage between the Company's Point of Presence in each city.

4.6.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the AV@ and AH@ coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

A. Utilize the AV@ and AH@ coordinates for each Customer designated location.

B. Obtain the difference between the AV@ coordinates of each of the locations. Obtain the difference between the AH@ coordinates.

C. Square each difference obtained in step (ii) above.

D. Add the square of the AV@ difference and the AH@ difference obtained in step (iii) above.

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.6 Regulations and Computations of Mileage (Cont'd.)

4.6.4 (Cont'd.)

- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. Formula:

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

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.7 Contract Rates - Special Pricing Arrangements-ICB

4.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

4.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

4.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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SWITCHED ACCESS SERVICES

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**SECTION 4 - DEDICATED SERVICES DESCRIPTIONS (CONT'D.)**

4.9 Taxes

4.9.1 Sales, Use and Excise Taxes

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

4.10 [Reserved]

4.11 Temporary Promotional Programs

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

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SWITCHED ACCESS SERVICES

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**SECTION 5 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES**

5.1 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 telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

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

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on a manual basis by a written request (i.e., U.S. mail or facsimile). The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in paper media.

BNA information is furnished for 10XXX or 101XXXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

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SWITCHED ACCESS SERVICES

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**SECTION 5 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES (CONT'D.)**

5.1 Billing Name and Address Service (Cont'd.)

5.1.1 Undertaking of The Company

- A. The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information.
- B. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C. The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

5.1.2 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 "confidential" 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.
- 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.
- D. When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

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SWITCHED ACCESS SERVICES

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**SECTION 5 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES (CONT'D.)**

5.1 Billing Name and Address Service (Cont'd.)

5.1.3 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 6.3.1.

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

The BNA Service Establishment Charge applies for the initial establishment of BNA Service.



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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES**

6.1	Switched Access Service	
6.1.1	Service Order	Nonrecurring Charge
A.	Service Implementation	
1.	Entrance Facility Installation Charge per Local Distribution Channel	
	- voice grade two-wire	\$325.00
	- voice grade four-wire	\$325.00
	- high capacity DS1	\$250.00
	- high capacity DS3	\$500.00
2.	Line or Trunk Installation Charge per line or trunk	\$250.00
3.	Installation labor overtime per engineer outside working hours premium time outside working day	\$30.00 each half hour or fraction thereof \$30.00 each half hour or fraction thereof
4.	Access Order Charge	\$ 50.00
5.	Engineering Charge	\$30.00 each half hour or fraction thereof
B.	Service Date Change - Per Access Order	\$ 20.00
C.	Design Change - Per Access Order	\$ 54.00

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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.2 Switched Transport

A. Entrance Facility  
DS1

Channel Termination / Local Distribution

Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
1.544 Mbps							
Type I & Type II	\$175.00	\$170.00	\$150.00	\$123.00	\$115.00	\$110.00	\$250.00

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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.2 Switched Transport(Cont'd.)

A. Entrance Facility (Per Access Minute) (Cont'd.)

S DS3

Channel Termination / Local Distribution

Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
44.736 Mbps Type I & Type II							
Packing Options per order							
One (1) DS3 - per DS3	\$2,315.00	\$2,285.00	\$2,220.0	\$1,161.0	\$1,000.0	\$933.00	\$500.00
Two (2) DS3s - per DS3	\$1,800.00	\$1,619.00	\$1,400.0	\$1,135.0	\$1,000.0	\$913.00	\$500.00
Three (3) DS3s - per DS3	\$1,750.00	\$1,508.00	\$1,250.	\$1,100.0	950.00	\$885.00	\$500.00
Six (6) DS3s - per DS3	\$1,550.00	\$1,390.00	\$1,200	\$1,078.0	900.00	\$828.00	\$500.00
Twelve (12) DS3s - per DS3	\$1,350.00	\$1,170.00	\$1,000.0	\$ 885.00	\$ 825.00	\$710.00	\$500.00
Twenty-four (24) DS3s -per DS3	\$1,200.00	\$977.00	\$ 850.00	\$ 740.00	\$ 680.00	\$630.00	\$500.00

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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.2 Switched Transport (Cont'd.)

B. Common Channel Signaling Access

1) Signaling Network Access Link

- Signaling Mileage Facility  
per mile \$ ICB

- Signaling Mileage Termination  
per termination \$ ICB

- Signaling Entrance Facility  
per facility \$ ICB

Nonrecurring  
Charge

2. STP Port

- per port \$ ICB

C. Network Blocking Charge

- Per Call Blocked \$ 0.010699

**SWITCHED ACCESS SERVICES**

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.2 Switched Transport (Cont'd.)

D. Direct Trunked Transport Milage

1. DS3 Fixed

	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
44.736 Mbps Type I & Type II						
Packing Options per order						
One (1) DS3 - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Two (2) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Three (3) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Six (6) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Twelve (12) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Twenty-four (24) DS3s -per DS-3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00

2. DS3 Per Mile

	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
44.736 Mbps Type I & Type II						
Packing Options per order						
One (1) DS3 - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Two (2) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Three (3) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Six (6) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twelve (12) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twenty-four (24) DS3s-per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00

3. DS1 Fixed

	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
Per Termination						
1.544 Mbps						
Type I & Type II	\$65.00	\$62.00	\$60.00	\$36.00	\$34.00	\$24.00

4. DS1 Per Mile

	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
1.544 Mbps						
Type I & Type II	\$24.00	\$22.00	\$20.00	\$15.00	\$14.00	\$13.00

SWITCHED ACCESS SERVICES

**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.2 Switched Transport (Cont'd.)

E. Tandem Switched Transport

		Originating	Terminating	
		<u>Non-8YY</u>	<u>8YY</u>	
1.	Local Transport Termination (Per Minute of Use)	\$0.000000	See Note*	See Note*
2.	Local Transport Facility (Per Minute of Use Per Mile)	\$0.000003	See Note*	See Note*
3.	Tandem Switching (Per Minute of Use)	\$0.001600	See Note*	See Note*

F. Carrier Common Line

	Originating	Terminating
(Per Minute of Use)	\$0.000000	See Note*

6.1.3 End Office

		Originating	Terminating	
		<u>Non-8YY</u>	<u>8YY</u>	
A.	Local Switching (Per Minute of Use)	\$0.002264	See Note*	See Note*
B.	Shared End Office Trunk Port (Per Minute of Use)	\$0.001595	See Note*	See Note*

\* See Section 5.1 of the Company's FCC Access Tariff, Tariff No. 4, for the current rates.

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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.3 End Office (Cont'd.)

C. Common Switching Non-Chargeable Optional Features

Service Class Routing  
(available with FGD)  
- Per Transmission Path Group

Alternate Traffic Routing  
(available with FGD)  
- Per Transmission Path Group

International Carrier Option  
(available with FGD)  
- Per End Office and Access Tandem

SS7 Signaling Option  
- Calling Party Number  
(available with FGD)  
  
- Carrier Selection Parameter  
(available with FGD)

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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.1 Switched Access Service (Cont'd.)

6.1.3 End Office (Cont'd.)

D. Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation (available with FGD)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

E. Non-Chargeable SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)



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SWITCHED ACCESS SERVICES

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**SECTION 6 - SWITCHED ACCESS RATES AND CHARGES (CONT'D.)**

6.2 Miscellaneous Services

6.2.1 Presubscription

	Rate
A. Authorized PIC Change -Per Telephone Exchange Service Line or Trunk	\$5.00
B. Unauthorized PIC Change -Per Telephone Exchange Service Line or Trunk	\$35.00

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SWITCHED ACCESS SERVICES

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**SECTION 7 - DEDICATED SERVICES RATES AND CHARGES**

7.1 Rates

7.1.1 General Regulations

- A. Except as specifically indicated, the rates set forth in this section are for dedicated services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B. Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- C. Unless otherwise indicated, rates apply uniformly in all areas served by Company.
- D. Services for which a rate of "NOC" is listed are not offered currently.

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SWITCHED ACCESS SERVICES

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**SECTION 7 - DEDICATED SERVICES RATES AND CHARGES (CONT'D.)**

7.1 Rates (Cont'd.)

7.1.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

7.1.3 Point-To-Point and Multipoint Services

A. Voice Grade Services

	Monthly	12 mo	24 mo	36 mo	48 mo	60 mo	NRC
1. Channel Termination/Local Distribution Channel Per Termination							
Two-Wire	\$25.00	\$23.00	\$22.00	\$21.00	\$21.00	\$20.00	\$325.00
Four-Wire	\$43.00	\$40.00	\$39.00	\$38.00	\$37.00	\$36.00	\$325.00
2. Channel Mileage Termination Per Termination							
Two-Wire	\$13.50	\$13.00	\$12.50	\$12.00	\$11.50	\$11.00	
Four-Wire	\$13.50	\$13.00	\$12.05	\$12.00	\$11.50	\$11.00	
3. Channel Mileage Per Mile							
Two-Wire	\$1.02	\$1.00	\$0.98	\$0.96	\$0.94	\$0.92	
Four-Wire	\$1.02	\$1.00	\$0.98	\$0.96	\$0.94	\$0.92	

**SWITCHED ACCESS SERVICES**

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**SECTION 7 - DEDICATED SERVICES RATES AND CHARGES (CONT'D.)**

7.1 Rates (Cont'd.)

7.1.3 Point-To-Point and Multipoint Services (Cont'd.)

B. Digital Data Service (DDS)

1. Channel Termination / Local

Distribution Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps	\$80.00	\$75.00	\$73.00	\$71.00	\$69.00	\$67.00	\$400.00

2. Channel Mileage Termination

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps	\$13.50	\$13.00	\$12.50	\$12.00	\$11.50	\$11.00

3. Channel Mileage

Per Mile	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
2.4, 4.8, 9.6, 19.2, 56.0, and 64.0 Kbps	\$1.02	\$1.00	\$0.98	\$0.96	\$0.94	\$0.92

C. High Capacity Service - DS-1

1. Channel Termination / Local Distribution

Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
1.544 Mbps Type I & Type II	\$175.00	\$170.00	\$150.00	\$123.00	\$115.00	\$110.00	\$250.00

2. Channel Mileage Termination

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
1.544 Mbps Type I & Type II	\$65.00	\$62.00	\$60.00	\$36.00	\$34.00	\$24.00

3. Channel Mileage

Per Mile	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
1.544 Mbps Type I & Type II	\$24.00	\$22.00	\$20.00	\$15.00	\$14.00	\$13.00

SWITCHED ACCESS SERVICES

SECTION 7 - DEDICATED SERVICES RATES AND CHARGES (CONT'D.)

7.1 Rates (Cont'd.)

7.1.3 Point-To-Point and Multipoint Services (Cont'd.)

D. High Capacity Service - DS-3

1. Channel Termination / Local Distribution

Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
44.736 Mbps Type I & Type II							
Packing Options per order							
One (1) DS3 - per DS3	\$2,315.0	\$2,285.00	\$2,220.0	\$1,161.0	\$1,000.0	\$933.00	\$500.00
Two (2) DS3s - per DS3	\$1,800.0	\$1,619.00	\$1,400.0	\$1,135.0	\$1,000.0	\$913.00	\$500.00
Three (3) DS3s - per DS3	\$1,750.0	\$1,508.00	\$1,250.0	\$1,100.0	\$950.00	\$885.00	\$500.00
Six (6) DS3s - per DS3	\$1,550.0	\$1,390.00	\$1,200.0	\$1,078.0	\$900.00	\$828.00	\$500.00
Twelve (12) DS3s - per DS3	\$1,350.0	\$1,170.00	\$1,000.0	\$885.00	\$825.00	\$710.00	\$500.00
Twenty-four (24) DS3s -per DS3	\$1,200.0	\$977.00	\$850.00	\$740.00	\$680.00	\$630.00	\$500.00

2. Channel Mileage Termination

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
44.736 Mbps Type I & Type II						
Packing Options per order						
One (1) DS3 - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Two (2) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Three (3) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Six (6) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Twelve (12) DS3s - per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00
Twenty-four (24) DS3s-per DS3	\$350.00	\$310.00	\$295.00	\$277.00	\$270.00	\$261.00

SWITCHED ACCESS SERVICES

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**SECTION 7 - DEDICATED SERVICES RATES AND CHARGES (CONT'D.)**

7.1 Rates (Cont'd.)

7.1.3 Point-To-Point and Multipoint Services (Cont'd.)

D. High Capacity Service - DS-3 (Cont'd.)

3. Channel Mileage

Per Mile	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
44.736 Mbps Type I & Type II						
Packing Options per order						
One (1) DS3 - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Two (2) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Three (3) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Six (6) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twelve (12) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twenty-four (24) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00

7.1.4 Multiplexing Services

Multiplexing, per arrangement	Monthly Rate
DS3 to DS1	\$474.31
DS1 to Voice	\$183.12
DS1 to DS0	\$183.12
DS0 to Subrates	
- up to 20 2.4 kpbs services	\$390.00
- up to 10 4.8 kpbs services	\$265.00
- up to 5 9.6 kpbs services	\$235.00

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SWITCHED ACCESS SERVICES

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**SECTION 8 – VOIP-PSTN TRAFFIC**

8.1 Identification and Rating of VoIP-PSTN Traffic

8.1.1 Scope - This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order. (T)

8.1.2 Rating of VoIP-PSTN Traffic - The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to those tariffed for the Company's interstate switched access services as described in Sections 3 and 5 of the Company's FCC access services tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).

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

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

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU for traffic in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.

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SWITCHED ACCESS SERVICES

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**SECTION 8 – VOIP-PSTN TRAFFIC (CONT'D.)**

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

8.1.3 Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

(T)

C. (Cont'd.)

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

Examples for PVU Factor Calculations:

(The calculation elements in these examples are generic.)

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

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

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

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(M) - Material now appears on Original Page 112.1.

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**SECTION 8 – VOIP-PSTN TRAFFIC (CONT'D.)**

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

8.1.3 Calculation and Application of Percent-VoIP-Usage Factor (Cont'd.)

C. (Cont'd.)

4. Continued

Use of Default Percentages - Company

Where the Company's PVU-B is equal to the percentage of VoIP subscribers in the state based on the FCC's *Local Competition Report*, as released periodically, as set forth in paragraph 963 of the FCC Order (the "Default Percentage"), and the Customer's PVU-A is also equal to the Default Percentage, the PVU factor applicable to traffic exchanged between the Company and the Customer shall be the Default Percentage.

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Default PVU Factors - Customer

If the Customer does not furnish the Company with a PVU factor pursuant to the preceding paragraph 8.1.3.A of this Section, the Company will utilize a PVU equal to the Company's PVU-B factor.

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*(M) - Material formerly appeared on Original Page 112.*

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SWITCHED ACCESS SERVICES

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**SECTION 8 – VOIP-PSTN TRAFFIC (CONT'D.)**

(N)

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

8.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 8.1.3.B, above.

8.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 8.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

8.1.6 PVU Factor Verification - Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factor.

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