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ACCESS SERVICES

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*This tariff, PSC MD Tariff No. 11, issued by  
Talk America, LLC cancels and replaces in its entirety  
PSC MD Tariff No. 9 issued by Talk America, Inc. d/b/a Cavalier Telephone, also d/b/a Cavalier  
Business Communications*

Tariff Schedule Applicable to

Carrier Access

Telecommunications Services Furnished by

Talk America, LLC

Between Points Within the State of Maryland

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**ACCESS SERVICES**

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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 MPSC. 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 its 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.

## ACCESS SERVICES

## CHECK SHEET

Pages of this tariff as listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

*\*Indicates Tariff Pages Included With This Filing.*

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 ACCESS SERVICES
 

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## TABLE OF CONTENTS

1	GENERAL.....	5
1.1	Explanation of Symbols.....	5
1.2	Application of the Tariff.....	5
1.3	Definitions .....	6
2	RULES AND REGULATIONS .....	7
2.1	Undertaking of the Company.....	7
2.2	Obligations of the Customer.....	7
2.3	Liability of the Company.....	14
2.4	Application for Service.....	17
2.5	Payment for Service.....	19
2.6	Customer Deposits.....	20
2.7	Late Payment Charges .....	21
2.8	Customer Complaints and Billing Disputes.....	21
2.9	Allowance for Interruptions in Service.....	22
2.10	Taxes and Fees.....	22
2.11	Returned Check Charge .....	22
2.12	Special Customer Arrangements.....	23
2.13	Termination of Service: .....	23
2.14	Unlawful Use of Service.....	29
2.15	Interference with or Impairment of Service.....	29
2.16	Telephone Solicitation by Use of Recorded Messages .....	30
2.17	Overcharge/Undercharge .....	30
3	DESCRIPTION OF SERVICES .....	31
3.1	General .....	31
3.2	Manner of Provision.....	31
3.3	Service Description .....	32
3.4	Access Ordering .....	36
3.5	Obligations of the Company .....	40
3.6	Obligations of the Customer .....	42
3.7	Billing Name and Address .....	59
3.8	Trial Services .....	59
3.9	Promotional Offerings .....	59
3.10	Individual Case Basis (“ICB”) Offerings.....	59
4	RATES AND CHARGES .....	60
4.1	Calculation of Rates.....	60
4.2	Switched Access Rates and Charges.....	63
4.3	BNA Rates and Charges .....	65

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ACCESS SERVICES

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1 GENERAL

1.1 Explanation of Symbols

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

1.2 Application of the Tariff

1.2.1 This tariff governs the Company's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available to interexchange carrier customers.

1.2.3 The Company's service territory is statewide.

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ACCESS SERVICES

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1 GENERAL (continued)

1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Talk America, LLC.
- 1.3.2 “Commission” means the Maryland Public Service Commission.
- 1.3.3 “Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service. An Access Service Customer is typically a carrier, subject to the regulations of the Maryland Public Service Commission.
- 1.3.5 “Residential” customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 “Service” means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 “Station” means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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ACCESS SERVICES

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## 2 RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.

### 2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.2 Obligations of the Customer (continued)

2.2.1 The Customer shall be responsible for: (continued)

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.



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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.2 Obligations of the Customer (continued)

- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**ACCESS SERVICES**

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**2 RULES AND REGULATIONS (continued)****2.2 Obligations of the Customer (continued)****2.2.6 Identification and Rating of VoIP-PSTN Traffic****(A) Scope**

- (1) VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network (“PSTN”) facilities that originate from a customer’s end user and/or is terminated by the Telephone Company in Internet protocol (“IP”) format. This section governs the identification of toll VoIP-PSTN (“toll VoIP”) traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) (“FCC Order”) as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer’s total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order. Nothing in this section will supersede any current interconnection agreement governing the identification and rating of VoIP-PSTN traffic.
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

**(B) Rating of toll VoIP-PSTN traffic**

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

**(C) Calculation and Application of Percent-VoIP-Usage Factor**

The Telephone Company will determine the number of toll VoIP traffic minutes of use (“MOU”) to which it will apply its interstate rates under subsection (B), above, by applying a Percent VoIP Usage (“PVU”) factor, which in turn will be based on a PVU-C factor and a PVU-T factor. The PVU will be derived and applied as follows:

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ACCESS SERVICES

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## 2 RULES AND REGULATIONS (continued)

## 2.2 Obligations of the Customer (continued)

## 2.2.6 Identification and Rating of VoIP-PSTN Traffic (continued)

## (C) Calculation and Application of Percent-VoIP-Usage Factor (continued)

- (1) For the period from December 29, 2011 through July 12, 2012, and for the period on and after July 1, 2014:
  - (a) The customer will calculate and furnish to the Telephone Company a factor ("PVU-C"), along with supporting documentation, representing a whole number percentage based on (a) total intrastate traffic originated in IP format and delivered to the Telephone Company in the State; or (b) total intrastate traffic received from the Telephone Company and terminated in IP format in the State, divided by the customer's total intrastate access MOU exchanged with the Telephone Company in the State.
  - (b) The Telephone Company will, likewise, calculate a factor ("PVU-T"), representing the whole number percentage of the Telephone Company's total intrastate access MOU in the State that the Telephone Company originates or terminates on its network in IP format, and will begin applying those PVU-T factors to the calculation of the PVU factor as of December 29, 2011 and July 1, 2014, respectively.
- (2) For the period from July 13, 2012 through June 30, 2014:
  - (a) The customer will calculate and furnish to the Telephone Company a factor ("PVU-C"), along with supporting documentation, representing a whole number percentage based on the customer's total intrastate traffic originated in IP format and delivered to the Telephone Company in the State divided by the customer's total intrastate access MOU exchanged with the Telephone Company in the State.
  - (b) The Telephone Company will, likewise, calculate a factor ("PVU-T"), representing the whole number percentage of the Telephone Company's total intrastate access MOU in the State that the Telephone Company terminates on its network in IP format, and will begin applying the PVU-T factor to the calculation of the PVU factor as of July 13, 2012.
- (3) The PVU-C and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477, including all VoIP subscriptions regardless of technology), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

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ACCESS SERVICES

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## 2 RULES AND REGULATIONS (continued)

## 2.2 Obligations of the Customer (continued)

## 2.2.6 Identification and Rating of VoIP-PSTN Traffic (continued)

## (C) Calculation and Application of Percent-VoIP-Usage Factor (continued)

- (4) After the Telephone Company verifies the PVU-C provided by the customer the Telephone Company will use the PVU-C and PVU-T factors to calculate a PVU factor representing the percentage of toll VoIP traffic to be applied to total terminating and originating intrastate access MOU, as specified above. The PVU factor will be calculated as the sum of: (a) the PVU-C factor and (b) the PVU-T factor times (1.0 minus the PVU-C factor).

Example 1: For August 2012, the PVU-T is 5% and PVU-C is 10%. The PVU factor is equal to  $10\% + (5\% \times 90\%) = 13\%$ . The Telephone Company will bill 13% of the customers terminating intrastate access MOU at its applicable tariffed interstate terminating rates.

Example 2: For August 2014, the PVU-T is 0% and PVU-C is 5%. The PVU factor is equal to  $5\% + (0\% \times 95\%) = 5\%$ . The Telephone Company will bill 5% of the customer's intrastate access MOU at its applicable tariffed interstate originating or terminating rates.

Example 2: For a period after December 29, 2011 and prior to July 13, 2012, if the PVU-T or the PVU-C is 100%. No matter what the other factor is, the PVU is 100%. The Telephone Company will bill 100% of the customer's intrastate access MOU at its applicable tariffed interstate originating or terminating rates.

## (D) Initial PVU-C and PVU-T Factors

For the periods from December 29, 2011 to July 12, 2012 and from July 13, 2012 to June 30, 2014, in calculating the initial PVU-C and PVU-T factor(s), the Telephone Company will take the factor(s) provided by the customer and/or developed by the Telephone Company into account retroactively to December 29, 2011 or July 13, 2012, respectively, provided that the factor(s) and supporting documentation are provided as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. Within 15 days of receiving the customer's PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. At the same time the customer submits the PVU-C factor the customer may request from the Telephone Company notification of the calculated PVU-T factor, which will be provided by the Telephone Company within 15 days of request. If the customer does not furnish the Telephone Company with a PVU-C factor pursuant to the preceding subsection (C), the initial PVU-C factor will be zero. For the period on and after July 1, 2014 the PVU-C factor must be submitted by June 1, 2014.

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**ACCESS SERVICES**

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**2 RULES AND REGULATIONS (continued)****2.2 Obligations of the Customer (continued)****2.2.6 Identification and Rating of VoIP-PSTN Traffic (continued)****(E) PVU-C and PVU-T Factor Updates**

The customer may update the PVU-C factor semi-annually using the method set forth in subsection (C), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January and/or July of each year, a revised PVU-C factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. If the customer submits a PVU-C factor update the Telephone Company will, within 15 days of receipt of such request, calculate an updated PVU-T factor. Within 15 days of receiving the customer's revised PVU-C factor the Telephone Company will verify and either request additional information or apply the PVU-C and associated Telephone Company developed PVU-T. Once verified by the Telephone Company the revised PVU-C factor along with the revised Telephone Company developed PVU-T will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

**(F) PVU-C and PVU-T Factor Verification**

In the event the Telephone Company can not verify the PVU-C, the Telephone Company will request additional information to support the PVU-C, during this time no changes will be made to the existing PVU-C. The customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing PVU-C. Likewise the customer may ask the Telephone Company to verify the PVU-T factor and the calculation of the PVU factor. The Telephone Company shall supply the requested information within 15 days of the customer's request. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon PVU-C and/or PVU-T factor, the Telephone Company will begin using the new factor(s) with the next bill period.

If the dispute is unresolved the customer or Telephone Company may request that verification audits be conducted by an independent auditor, at the requesting party's sole expense. During the audit, the most recent undisputed PVU-C and/or PVU-T factor will be used by the Telephone Company. Upon completion of the audit the findings of the independent auditor will be applied retroactively to the date the PVU-C and/or PVU-T was submitted.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.3 Liability of the Company

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. 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, 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 and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.



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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.3 Liability of the Company (continued)

2.3.7 Warranties

2.3.7.1 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.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.4 Application for Service (continued)

- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to Customers to the day the succeeding directory is first distributed to Customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.
- 2.4.2 Cancellation of Service
  - 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
  - 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies:
    - 2.4.2.2.A The total costs of installing and removing such facilities; or
    - 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
  - 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the Customer, then the Customer shall be notified 60 days in advance of the Customer's current contract expiration date.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.6 Customer Deposits

- 2.6.1 The Company agrees to abide by the regulations associated with nonresidential Customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.6.2 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.3 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential Customers).

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.7 Late Payment Charges

2.7.1 The Company agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

2.7.2 [Reserved for Future Use]

2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 15 days of the billing invoice date in the case of all non-residential Customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

2.8 Customer Complaints and Billing Disputes

2.8.1 Customers may notify the Company of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

410-767-8028 (Office of External Relations)  
410-767-8000 (Main PSC number)  
1-800-492-0474 (Toll-free PSC number)

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**ACCESS SERVICES**

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**2 RULES AND REGULATIONS (continued)****2.8 Customer Complaints and Billing Disputes**

2.8.3 The Company provides the following toll free number (800-291-9699) for Customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

2.8.4 The Company will not collect attorney fees or court costs from Customers.

**2.9 Allowance for Interruptions in Service**

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

**2.10 Taxes and Fees**

2.10.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

**2.11 Returned Check Charge**

The charge for a returned check is \$25.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.12 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.13 Termination of Service:

2.13.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

2.13.1.1 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.13.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.13.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.13.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.13.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.13 Termination of Service: (continued)

2.13.2. Denial of Service Requiring Notice

2.13.2.1 The Company may deny service for any of the following reasons provided it has notified the Customer of its intent, in writing, to deny service and has allowed the Customer a reasonable time of not less than 10 days in which to remove the cause for denial. The carrier being terminated will be given sixty (60) days to inform its Customers and migrate them to another carrier.

2.13.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.13.2.1.B Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

2.13.2.1.C Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment.



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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.13 Termination of Service: (continued)

2.13.2. Denial of Service Requiring Notice (continued)

2.13.2.1.D Non-payment of Bill.

2.13.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice of its intent to deny service if settlement of his account is not made and provided the Customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.13.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.13.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.13.2.1.D.4 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.13 Termination of Service: (continued)

2.13.2. Denial of Service Requiring Notice (continued)

2.13.2.1.D Non-payment of Bill. (continued)

2.13.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.13.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the Customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

2.13.3. Insufficient Reasons for Denial of Service

2.13.3.1 The following may not constitute cause for refusal of service to a present or prospective Customer:

2.13.3.1.A Failure of a prior Customer to pay for service at the premises to be serviced;

2.13.3.1.B Failure to pay for a different class of service for a different entity;

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.13 Termination of Service: (continued)

2.13.3. Insufficient Reasons for Denial of Service (continued)

2.13.3.1.C Failure to pay the bill of another Customer as guarantor of that bill;

2.13.3.1.D Failure to pay directory advertising charges;

2.13.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

2.13.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.13.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.13.3.1.F.2 Outstanding bill is for service obtained by the Customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.13 Termination of Service: (continued)

2.13.3. Insufficient Reasons for Denial of Service (continued)

2.13.3.1.F (continued)

2.13.3.1.F.3 Outstanding bill is for service obtained by the Customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.13.3.2 This regulation applies to both residential and nonresidential classes of service.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

PROVISION OF SERVICE AND FACILITIES

2.14 Unlawful Use of Service

2.14.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

2.14.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.14.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.14.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.15 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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ACCESS SERVICES

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2 RULES AND REGULATIONS (continued)

2.16 Telephone Solicitation by Use of Recorded Messages

2.16.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.17 Overcharge/Undercharge

2.17.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.17.2 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

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**ACCESS SERVICES**

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**3 DESCRIPTION OF SERVICES****3.1 General**

- 3.1.1 Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 3.1.4 The Company's Local Exchange Calling Area is the same area as defined by Verizon-Maryland in tariffs currently on file with the Commission, as amended from time to time.

**3.2 Manner of Provision**

- 3.2.1 Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

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**ACCESS SERVICES**

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**3 DESCRIPTION OF SERVICES (continued)****3.2 Manner of Provision (continued)**

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

3.2.4 Two types of Feature Group Access are available:

- 1) Tandem Connect Access: This option applies when the Customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
- 2) Direct Connect Access: The Company will provide dedicated transport facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

**3.3 Service Description****3.3.1 Call Types**

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access



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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.3 Service Description (continued)

3.3.1 Call Types (continued)

Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.3 Service Description (continued)

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

Common Line

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

Switched Transport

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

“3<sup>rd</sup> Party” Switched Transport rates apply to terminating traffic that traverses a tandem switch that is not owned by the Company (the terminating carrier) or its affiliates. “End Office” Switched Transport rates apply to terminating traffic that traverses a tandem switch owned by the Company (the terminating carrier) or its affiliate.

(N)  
|  
|  
|  
(N)

End Office Switching

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.3 Service Description (continued)

3.3.2 (continued)

Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

Switched Access Optional Features

- A. Following are the various optional features that are available, where the technical capability exists:
- (a) Supervisory Signaling
  - (b) Alternate Traffic Routing
  - (c) Cut-Through
  - (d) Service Class Routing
  - (e) FG Access with 950 Access
  - (f) Signaling System Seven (SS7)
  - (g) Basic Initial Address Message Delivery
  - (h) Called Directory Number Delivery
  - (i) Flexible Automatic Number Identification Delivery
- B. Available optional features are provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this tariff.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.4 Access Ordering

3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - (a) Customer name and Premises address(es);
  - (b) Billing name and address (when different from Customer name and address); and
  - (c) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.4 Access Ordering (continued)

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - (a) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  - (b) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.4 Access Ordering (continued)

3.4.2 Access Service Date Intervals

B. (continued)

(b) (continued)

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - 2) There is no existing facility connecting the Customer Premises with the Company; or
  - 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
  - 4) The Company determines that Access Service cannot be installed within the Standard Interval.
- C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**ACCESS SERVICES**

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**3 DESCRIPTION OF SERVICES (continued)****3.4 Access Ordering (continued)****3.4.3 Access Service Request Modifications**

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.5 Obligations of the Company

3.5.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

(a) Network Management

The Company will administer its network to ensure provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, to any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.



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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.5 Obligations of the Company (continued)

3.5.1 (continued)

(b) Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer

3.6.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service.

A. Jurisdictional Reports

1. Percent Interstate Usage (PIU)

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

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

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

1. Percent Interstate Usage (PIU) (continued)

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

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

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

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

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 ACCESS SERVICES
 

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## 3 DESCRIPTION OF SERVICES (continued)

## 3.6 Obligations of the Customer (continued)

## 3.6.1 (continued)

## A. Jurisdictional Reports (continued)

## 1. Percent Interstate Usage (PIU) (continued)

## (b) (continued)

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

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

Total Interstate +	Total Interstate
Originating Minutes	Terminating Minutes
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Total +	Total
Originating Minutes	Terminating Minutes

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

1. Percent Interstate Usage (PIU) (continued)

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

2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in paragraph 1 above will be used to determine the charges as follows:

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

3. (continued)

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

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the Customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the Customer does not supply the projected state level PIU and the Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Company as the interstate percentage for such call detail.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

5. For Billing Name and Address for ANI service, the Customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.
  
6. Effective on the first of January, April, July and October of each year the Customer shall update the interstate and intrastate jurisdictional report, except where Company Measured Access minutes are used as set forth in 3. preceding. The Customer shall forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply an updated quarterly report or letter, the Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the Customer, the Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.



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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

A. Jurisdictional Reports (continued)

7. The Customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors. In the event the Customer does not supply the projected PIL, and the Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the Customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

B. Jurisdictional Report Verification

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

B. Jurisdictional Report Verification (continued)

1. Changes to the reported PIU will not be made for the test period. If the Customer does not provide the requested data to the Company or independent auditor within thirty (30) days of the notice of audit, the Customer will be in violation of this tariff and subject to the remedies described herein.
2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and Customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and Customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.
3. Audits may be conducted by: (a) an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the Customer. If the Customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Company a report with supporting documentation to verify such procedures.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

B. Jurisdictional Report Verification (continued)

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Company will ask the Customer to provide the data the Customer used to determine the projected interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

C. Maintenance of PIU Records

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

C. Maintenance of PIU Records (continued)

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

D. PIU Audit Results

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

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the Customer by Certified U.S. Mail (return receipt requested). The Customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the Customer. When a PIU audit is conducted by an independent auditor selected by the Customer, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the Customer within thirty (30) calendar days from the date the audit report is furnished to the Company.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

E. Contested Audits (continued)

2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option provided in addition to the Customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains a principle or significant presence or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU based on A. preceding.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.6 Obligations of the Customer (continued)

3.6.1 (continued)

E. Contested Audits (continued)

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



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**ACCESS SERVICES**

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**3 DESCRIPTION OF SERVICES (continued)****3.7 Billing Name and Address****3.7.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's Customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interexchange telecommunications services.

**3.7.2 General**

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing Customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its Customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new Customers, identification of Customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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ACCESS SERVICES

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3 DESCRIPTION OF SERVICES (continued)

3.7 Billing Name and Address (continued)

3.7.2 General

- E. For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of non-published/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.
- F. Manual Request
  - 1. At the Customer's option, the Company will provide BNA via manual request procedures.
  - 2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
  - 3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the Customer.
  - 4. In situations where the Customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the Customer and the Company.

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**ACCESS SERVICES**

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**3 DESCRIPTION OF SERVICES (continued)****3.7 Billing Name and Address****3.7.3 Rate Regulations**

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the Customer on a monthly basis at the rates set forth in 3.8.4 following.

**3.8 Trial Services**

3.8.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.9 Promotional Offerings**

3.9.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

**3.10 Individual Case Basis (“ICB”) Offerings**

3.10.1 The tariff may not specify the price of a service in the tariff as “ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

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**ACCESS SERVICES**

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**4 RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- 4.1.2 For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- 4.1.3 When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- 4.1.4 For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- 4.1.5 There is no variation in call rates based on time of day or day of week.

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ACCESS SERVICES

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4 RATES AND CHARGES (continued)

4.2 Switched Access Rates and Charges

4.2.1 Carrier Common Line - Originating

- Per Originating Minute \$0.00000 (C)

4.2.2 Switched Transport Service

A. Usage Charges

1. Tandem Switched Transport

- A. Tandem Switched Transport, per Minute\*
- B. Tandem Switched Transport, per Minute, per Mile\*
- C. Tandem Switching, per Minute\*

\* (composite rate – see Section 4.2.7 and 4.2.8) (T)

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ACCESS SERVICES

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- 4 RATES AND CHARGES (continued)
- 4.2 Switched Access Rates and Charges (continued)
  - 4.2.3 [Reserved for Future Use]

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Material previously found on this page has been moved to page 63.

## ACCESS SERVICES

## 4 RATES AND CHARGES (continued)

## 4.2 Switched Access Rates and Charges (continued)

## 4.2.4 Toll-Free 8XX Data Base Access Service

## Per Query

July 1, 2021 – June 30, 2022	\$0.0042480 (R)	(C)
July 1, 2022 – June 30 2023	\$0.0022240 (R)	
On and after July 1, 2023	\$0.0002000 (R)	(C)

## 4.2.5 Switched Access Service

## Per Access Minute

	<u>Originating</u>		<u>Terminating</u>	
	<u>8YY</u>	<u>Non-8YY</u>		
3 <sup>rd</sup> Party	\$0.0040940 (R)	\$0.0041166	\$0.0000226	(C)
July 1, 2022 – June 30 2023	\$0.0020470 (R)			
On and after July 1, 2023	\$0.0000000 (R)			
End Office	\$0.0020470 (R)	\$0.0041166	\$0.0000000	
July 1, 2022 – June 30 2023	\$0.0010235 (R)			
On and after July 1, 2023	\$0.0000000 (R)			(C)

## 4.2.6 Switched Access Service - Direct Connect

Per Access Minute	\$0.0024060	\$0.002406	\$0.0000000	(C)
July 1, 2022 – June 30 2023	\$0.0012030 (R)			
On and after July 1, 2023	\$0.0000000 (R)			(C)

## 4.2.7 Local Transport Service

## Per Access Minute

3 <sup>rd</sup> Party	\$0.001000 (R)	\$0.0015966	\$0.0015966	(C)
End Office	\$0.001000 (R)	\$0.0015966	\$0.0000000	(C)

## 4.2.8 Local Transport Service - Direct Connect

## Per Access Minute

3 <sup>rd</sup> Party	\$0.001000 (R)	\$0.0015740	\$0.0015740	(C)
End Office	\$0.001000 (R)	\$0.0015740	\$0.0000000	(C)

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 ACCESS SERVICES
 

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## 4 RATES AND CHARGES (continued)

## 4.2 Switched Access Rates and Charges (continued)

## 4.2.9 Supplementary Charges

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

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

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.



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ACCESS SERVICES

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4 RATES AND CHARGES (continued)

4.3 BNA Rates and Charges

Request		BNA
<u>Manual</u>		
Billing Name and Address for ANI		
- Per ANI Requested		\$1.00