

This tariff, Tariff M.P.S.C. No. 3R,  
replaces in its entirety  
LDMI Telecommunications, Inc.'s Tariff  
M.P.S.C No. 2R

LDMI TELECOMMUNICATIONS, LLC  
INTRASTATE ACCESS SERVICES

This tariff contains the rates, terms and conditions applicable to Intrastate Access Services provided by LDMI Telecommunications, LLC.

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED: December 12, 1997 in Case No. U-11510

Issued: January 19, 2017 Effective: January 20, 2017  
Issued By: Jeff Gardner, President jeff.gardner@windstream.com  
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CHECK SHEET

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

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To Signify Changed Regulation

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

N - New

R - Change Resulting In A Reduction to A Customer's Bill

ABBREVIATIONS

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.

DCS - Digital Cross Connect System.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

ABBREVIATIONS (Cont'd.)

- DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps - Gigabits per second; billions of bits per second.
- ICB - Individual Case Basis.
- Kbps - Kilobits per second; 1000s of bits per second.
- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

## ABBREVIATIONS (Cont'd.)

LDMI -	LDMI Telecommunications, LLC
LEC -	Local Exchange Company.
Mbps -	Megabits per second; millions of bits per second.
N/A -	Not Available.
OC-48 -	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
OC-12 -	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-3 -	high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
POP -	Point of Presence.

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**SECTION 1 - DEFINITIONS**

The following definitions are applicable to this tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

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

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

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

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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

**Bit** - The smallest unit of information in a binary system of notation.

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**Channel** - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.



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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - The Michigan Public Service Commission.

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

Company - Denotes LDMI Telecommunications, LLC. d/b/a Cavalier Telephone d/b/a PAETEC Business Services d/b/a Cavalier Telephone and TV.

Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

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

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

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

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

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

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

Entry Switch - First point of switching.

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

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

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

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

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

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

**Hertz** - A unit of frequency equal to one cycle per second.

**Holidays** - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications** - Any communications which originates and terminates within the same state

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

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

Message - A Message is a Call as defined above.

N/A - Not Applicable.

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

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

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

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

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

Point of Presence - The physical location of an interexchange carrier's facilities.

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

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

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

**Serving Wire Center** - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

**Special Access** - See Dedicated Access.

**Term Agreement** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

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

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

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

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

**Trunk Group** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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

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**SECTION 2 - TERMS AND CONDITIONS****2.1 Undertaking of LDMI**

The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

**2.2 Limitation On Service**

2.2.1 Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities become unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.2 Limitation On Service (Cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.4 [Reserved for Future Use]

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.5.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.



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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service**

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

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

**2.6.2 Cancellation by the Company**

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.6 Discontinuance and Restoration of Service (Cont'd.)

2.6.2 Cancellation by the Company (Cont'd.)

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service (Cont'd.)****2.6.3 Restoration of service**

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with applicable Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

**2.7 Cancellation of Application for Service**

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

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

**2.8 Minimum Period**

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

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.9 Term Agreements

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

2.10 Billing and Payment Arrangements

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.10 Billing and Payment Arrangements (Cont'd.)**

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

- A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes

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

- 2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.11.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.B preceding.
- 2.11.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.3.B preceding.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.12 Payment of Deposits**

- 2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4 In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

2.14 Interconnection

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

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

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



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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.15 Liability of the Company

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

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.16 Liability of the Customer

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

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.17 Taxes**

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

**2.18 Reserved for future use****2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.20.7 and 2.20.8 following.

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer****2.20.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.20.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.20.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.4 Testing

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

2.20.5 Design of Customer Services

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

2.20.6 Network Contingency Coordination

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

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.7 Jurisdictional Reports

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

- A. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 100% will be applied by the Company.

- B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 100% will be applied by the Company.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Audits**

- A. The customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any customer reported PIU or LUP was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.9 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent interstate use (PIU) times the quantity of chargeable elements times the interstate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent interstate use (PIU) times actual use (measured or Company assumed average use) times the interstate rate.

A similar calculation is then performed to determine the intrastate portion of the bill.



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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.10 Identification and Rating of VoIP-PSTN Traffic****A. Scope**

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

**B. Rating of toll VoIP-PSTN Traffic**

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)****C. Calculation and Application of Percent-VoIP-Usage Factor**

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

1. The Customer will calculate and furnish to the Telephone Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer receives from the Telephone Company in the State that is originated by the Telephone Company in IP format.
2. The Customer will calculate and furnish to the Telephone Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format.
3. The OPVU, TPVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the Customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

## 2.20 Obligations of the Customer (Cont'd.)

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

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

4. After the Telephone Company verifies the OPVU and TPVU provided by the Customer the Telephone Company will apply the OPVU and TPVU factors to the associated intrastate access MOU as indicated in Sections D. and/or E. below.

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

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

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

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

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

D. Initial OPVU and TPVU Factor

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

E. OPVU and TPVU Factor Updates

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

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**SECTION 3 - SWITCHED ACCESS SERVICES****3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

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).

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.

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.2 Manner of Provision**

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

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.3 Rate Categories**

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

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 End Office Switching**

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. This element includes the following rate categories:

Common Line

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

Switched Transport

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

End Office Switching

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

SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.3 Rate Categories (Cont'd.)

3.3.2 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.

3.3.3 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis



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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.4 Access Ordering**

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

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

In the absence of an ASR, 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.

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

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

**3.4.1 Access Service Date Intervals**

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

- Standard Interval
- Negotiated Interval

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.4 Access Ordering (Cont'd.)****3.4.1 Access Service Date Intervals (Cont' d.)****A. Standard Interval**

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

**B. Negotiated Interval**

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

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

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.4 Access Ordering (Cont'd.)****3.4.2 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.

**3.4.3 Access Order Charge**

Per Access Service Request	\$50.00
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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.5 Special Construction**

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

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

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

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

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.5 Special Construction (Cont'd.)**

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.6 Obligations of the Company**

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

**3.6.1 Network Management**

The Company will administer its network to ensure that 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 little or no 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, over 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.

**3.6.2 Design and Traffic Routing of Switched Access Service**

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.6 Obligations of the Company (Cont'd.)****3.6.2 Design and Traffic Routing of Switched Access Service (Cont'd.)**

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.

**3.6.3 Provision of Service Performance Data**

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

SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.4 Trunk Group Measurements Reports

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



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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.7 Obligations of the Customer**

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

**3.7.1 Report Requirements**

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

**A. Jurisdictional Reports**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

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

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

SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.7 Obligations of the Customer (Cont' d.)

3.7.2 On and Off-Hook Supervision

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.8 Rate Regulations**

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

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

**3.8.1 Nonrecurring Charges**

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

**3.8.2 Minimum Periods**

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.3 Measurement of Access Minutes**

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

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

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

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.4 Moves**

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

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

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

**A. Moves Within the Same Building**

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

**B. Moves to a Different Building**

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

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.5 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.6 Service Rearrangements**

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

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

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

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 SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

## 3.9 Rates and Charges

## 3.9.1 Common Line Access Service

## Carrier Common Line

Carrier Common Line Charge -- Originating, per Minute	Note 1
Carrier Common Line Charge -- Terminating, per Minute	Note 1

Note 1: All originating and terminating access minutes are billed at rates set forth in the Company's interstate access tariff for AT&T Michigan and Frontier Michigan (f/k/a Verizon) territories, as may be amended from time to time. This tariff, PAETEC Communications, Inc. FCC Tariff No. 3, is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=243>



SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service

A. Nonrecurring Charges

1. Trunk Charges  
Per Trunk ICB

## SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

## 3.9 Rates and Charges (Cont'd.)

## 3.9.2 Switched Transport Service (Cont'd.)

## B. Monthly Recurring Charges

## 1. Direct-Trunked Transport

All elements of Direct-Trunked Transport are priced on an Individual Case Basis (ICB).

## C. Usage Charges

## 1. Tandem Switched Transport - Originating

- |    |   |        |
|----|---|--------|
| A. | Tandem Switched Transport, per Minute           | Note 1 |
| B. | Tandem Switched Transport, per Minute, per Mile | Note 1 |
| C. | Tandem Switching, per Minute                    | Note 1 |

2. Tandem Switched Transport - Terminating Note 1

Note 1: All originating and terminating access minutes are billed at rates set forth in the Company's interstate access tariff for AT&T Michigan and Frontier Michigan (f/k/a Verizon) territories, as may be amended from time to time. This tariff, PAETEC Communications, Inc. FCC Tariff No. 3, is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=243>

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SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

D. Network Blocking

Excessive trunk group blocking occurs when the ordered trunking capacity is insufficient to accommodate a carrier's access traffic. Blocking beyond industry established thresholds will result in per call blocking charges.

Per blocked call: \$0.031800

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.9 Rates and Charges (Cont'd.)****3.9.3 End Office Switching**

Originating, Per Minute	Note 1
Terminating, Per Minute	Note 1

Note 1: All originating and terminating access minutes are billed at rates set forth in the Company's interstate access tariff for AT&T Michigan and Frontier Michigan (f/k/a Verizon) territories, as may be amended from time to time. This tariff, PAETEC Communications, Inc. FCC Tariff No. 3, is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=243>

SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

Effective:	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023	(C)
Per Query Rate				
AT&T Areas	\$0.002304 (R)	\$0.001252 (R)	\$0.00020 (R)	
Frontier Areas	\$0.004248 (R)	\$0.002224 (R)	\$0.00020 (R)	
CenturyTel Areas	\$0.004088 (R)	\$0.002144 (R)	\$0.00020 (R)	(C)

3.9.5 Switched Access Optional Features

ICB

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**SECTION 4 - DEDICATED TRANSPORT****4.1 General**

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

All Dedicated Transport Services are offered and priced on an Individual Case Basis (ICB).

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES****5.1 PIC Change Charge**

Nonrecurring Charge per Change: \$10.00

**5.2 Intrastate End User Common Line Charge**

The following charges apply per individual line or trunk, per month:

Residential	\$3.28
Single Line Business	\$1.21
Multi Line Business (except Centrex)	\$1.21
Centrex	\$0.13
ISDN BRI	\$1.21
ISDN PRI	\$6.05

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED: December 12, 1997 in Case No. U-11510

Issued: January 19, 2017 Effective: January 20, 2017

Issued By: Jeff Gardner, President jeff.gardner@windstream.com

2134 W. Laburnum

Richmond, Virginia 23227

Telephone: (501) 748-7770

## SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 5.3 Connecting Company Interconnection

## 5.3.1 Description

In the absence of a conflicting interconnection agreement, local traffic associated with connecting company interconnection will be billed as described in this Section. This charge is also applicable for local traffic that originates from a Company end user and terminates to another LEC, cellular, paging, or other provider that is "reverse billed"<sup>1</sup> to the terminating provider.

## 5.3.2 Rates

## End office local termination:

Setup charge	\$0.001885 per call
Duration charge	\$0.000605 per minute

## Tandem switching:

Setup charge	\$0.000131 per call
Duration charge	\$0.000234 per minute

## Tandem transport termination:

Setup charge	\$0.000087 per call
Duration charge	\$0.000156 per minute

## Tandem transport facility mileage

	\$0.000002 per minute per mile
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<sup>1</sup> Reverse billing is a situation where the terminating carrier, not the originating end user, is charged for the call.



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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.4 Billing Name and Address****5.4.1 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 intrastate telecommunications services.

**5.4.2 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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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)****5.4 Billing Name and Address (Cont'd.)****5.4.2 (Cont'd.)**

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/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.

**E. 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.

**F. Mechanized Request**

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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 SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 5.4 Billing Name and Address (Cont' d.)

## 5.4.3 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 5.4.4 following.

## 5.4.4 Rates and Charges

	BNA Request <u>Manual</u>	BNA Request <u>Mechanized</u>
Billing Name and Address for ANI		
- Per Order	\$50.94	ICB
- Per Record	\$ 0.33	ICB

## SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

## 5.5 Directory Assistance Service

## 5.5.1 Description

The Company, when provided with a name and locality, will provide or attempt to provide the telephone number listed in the Company's records associated with the name given at the rate provided herein.

## 5.5.2 Rates

In addition to appropriate directory transport charges, the following per call directory assistance charges apply.

Per DA call	\$0.2034
DA call completion	\$0.2260
DA call branding	ICB

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**SECTION 6 - PROMOTIONS****6.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**6.2 Demonstration of Service**

From time to time the Company shall demonstrate service by providing free channels for a period of time, not to exceed one month.

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**SECTION 7 - CUSTOMER SPECIFIC CONTRACTS****7.1 General**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.