
ACCESS SERVICES TARIFF

This tariff, US Xchange of Michigan, L.L.C. d/b/a EarthLink Business Michigan P.S.C. No. 5, replaces in its entirety, US Xchange of Michigan, L.L.C. d/b/a Once Communications Michigan P.S.C. No. 2, which is currently on file with the Commission.

TELECOMMUNICATIONS ACCESS TARIFF

of

US Xchange of Michigan, L.L.C.
d/b/a EarthLink Business

Regulations and schedule of Intrastate charges governing the provision of switched access and dedicated telecommunication services for connections to communications facilities within the state of Michigan.

Issued: September 30, 2011

Effective: September 30, 2011

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

ACCESS SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

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ACCESS SERVICES TARIFF

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

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- N - To signify new rate or regulation.
- R - To signify reduced rate.

ACCESS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff applies to intrastate switched access and dedicated telecommunications services supplied to Customer for origination and termination of traffic to and from Central Office codes directly assigned to US Xchange of Michigan, L.L.C. d/b/a EarthLink Business.

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

Issued: September 30, 2011

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By: Vice President, Tax
1375 Peachtree Street, Level A
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ACCESS SERVICES TARIFF

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

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

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

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

Carrier or Common Carrier - See Interexchange Carrier.

Commission - Refers to the Michigan Public Service Commission.

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

Company or US Xchange, L.L.C. - US Xchange of Michigan, L.L.C. d/b/a EarthLink Business, the issuer of this tariff.

ACCESS SERVICES TARIFF

DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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

ACCESS SERVICES TARIFF

DEFINITIONS, (CONT'D.)

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

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

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

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

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

ACCESS SERVICES TARIFF

DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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

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

ACCESS SERVICES TARIFF

DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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(N)

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

ACCESS SERVICES TARIFF

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Michigan.
- B. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, including attorney's fees whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- G. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
 2. Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 4. Any act or omission in connection with the provision of 911, E911 or similar services of an emergency or related service;
 5. Any noncompletion of calls due to network busy conditions.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

H. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

H. (Cont'd.)

2. (Cont'd.)

the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

3. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

I. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

J. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- K. 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.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

A. (Cont'd.)

compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-Routine Installation

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken 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;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

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

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses (Cont'd.)

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

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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 (e.g. friable asbestos) prior to any construction or installation work;

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- F. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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
- B. any claim, loss, damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Jurisdictional Report Requirements

- A. For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

A. (Cont'd.)

the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

A. (Cont'd.)

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

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

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

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

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 6 following.

- E. Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

provided in the order for service as set forth in Section 2.3.3(A) preceding.

- F. The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Report Requirements (Cont'd.)

- G. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

- H. The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon suitable 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 Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons as set forth in this tariff or by mutual written agreement of the parties.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing, Collection of Charges and Billing Disputes

A. All charges (both Recurring Charges and Non-Recurring Charges) are due and payable from the Customer as set forth in Section 2.5.2 (B). The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

B. All charges are due and payable by the last day of the invoice month (i.e., (C)
payment for invoices with a bill date of May 1st are due on or before May 31st) (C)
and are payable in immediately available funds.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing, Collection of Charges and Billing Disputes (Cont'd.)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company by the due date, is received by the Company after the due date, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of the following:
 - 1) a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing, Collection of Charges and Billing Disputes (Cont'd.)

- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

- G. All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 10.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this Section 2.5.2 by the due date for the billing period in question.

- H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration or installation charges.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing, Collection of Charges and Billing Disputes (Cont'd.)

- I. Local Calling usage rates are determined by Time of Day, the Band to which the Customer calls to and the length of the call.
- J.
- K. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2 (E), preceding.
- L. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- M. In the event that a billing dispute is resolved in favor of the Company, the withheld disputed amount and the late payment charge(s), as set forth in Section 2.5.2 (E), are due and shall be payable in immediately available funds by the next bill due date.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Advance Payments

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

2.5.4 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. three months' charges for a service or facility which has a minimum payment period of one month: or
2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Deposits (Cont'd.)

- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate paid on the United States savings bonds, series EE. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue service upon notice to the Customer.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the use of the streets, alleys or public places of a

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.8 Taxes (Cont'd.)

municipality or political subdivision or for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

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

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.5.9 (A) following.

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

B. The charge for the Direct Trunk Transport and the Tandem Switched Transport and Termination rate elements for services provided as set forth in Section 2.5.9(A) preceding are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Direct Trunk Transport and the Tandem Switched Transport, as defined in 4.1.2(B) following. Determine the airline mileage for the Direct Trunk Transport and the Tandem Switched Transport charge using the V&H method as set forth in Section 3.3.2. following.

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

(a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Direct Trunk Transport and the Tandem Switched Transport per mile per access minute rate by the Company's billing percentage factor.

b) Multiply:

The number of access minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

C. The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.5.9(A) preceding is determined as follows:

1. Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 3.3.2 following.
2. For Feature Group D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Direct Trunked Transport-Facility per mile per access minute rate by the Company's billing percentage factor.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

D. For Feature Group D.

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

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

- G. Should any changes be made to the meet point billing arrangements as set forth in Section 2.5.9(A) preceding, the Company will give affected Customers 30 days' notice.
- H. Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.5.9(B) preceding, will not be applied to the meet Point billing arrangement.

2.6 Allowances for Interruptions in Service

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

2.6.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;

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ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.2 Limitations of Allowances (Cont'd.)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.4 Application of Credits for Interruptions in Service

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

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

D. Interruptions of 24 Hours or Less

Interruption Period

Length of Interruption	To Be Credited
------------------------	----------------

Less than 15 minutes	None
----------------------	------

15 minutes up to but not including 3 hours	1/10 Day
--	----------

3 hours up to but not including 6 hours	1/5 Day
---	---------

6 hours up to but not including 9 hours	2/5 Day
---	---------

9 hours up to but not including 12 hours	3/5 Day
--	---------

12 hours up to but not including 15 hours	4/5 Day
---	---------

15 hours up to but not including 24 hours	One Day
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E. Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.5 Cancellation For Service Interruption

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.6 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.7 Limitations on Allowances (Cont'd.)

- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

2.6.8 Cancellation For Service Interruption

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Cancellation of Service

2.7.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

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

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Transfers and Assignments

2.8.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A. to any subsidiary, parent company or affiliate of the Company; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company;
or
- C. pursuant to any financing, merger or reorganization of the Company.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address, which is currently US XCHANGE, L.L.C., 20 Monroe Avenue, NW, Suite 450, Grand Rapids, Michigan 49503, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll-free telephone number 1-888-493-7300.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

ACCESS SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.10.2 Liability for Unauthorized Use

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

ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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

3.2.5 All times refer to local time.

ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

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

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above referenced NECA tariff.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance (Cont'd.)

3.3.3 Mileage

The mileage to be used to determine the Direct Trunk Transport and the Tandem Switched Transport monthly rates are calculated as the airline distance between the end office switch where the call carried by Direct Trunk Transport and the Tandem Switched Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 3.3.2.

The Direct Trunk Transport and the Tandem Switched transport mileage rates are shown in Section 6.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Direct Trunk Transport and the Tandem Switched Transport rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.4 Serving Central Office and Remote Switching Locations

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Office(s). Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

Service Switch			Remote Switching Location		
CLLI	V Coordinate	H Coordinate	CLLI	V Coordinate	H Coordinate
PRTGMI01DS 0	5758	3163	BELHMIMN	5347	3498
			BGRPMIMN	5476	3315
			BLDNMIMN	5570	3215
			BNHRMIMN	5851	3282
			BOCYMIBC	5154	3416
			BRSPMIBS	5874	3247
			BTCKMIBC	5712	3124
			BTCKMISO	5728	3114
			CDLCMIMN	5365	3363
			CDSPMIMN	5571	3273
			CHBYMIMN	5034	3392
			CHVXMIM N	5155	3460
			CLMXMIXI	5739	3136
			CMPKMICP	5609	3276
			DTTNMIMN	5646	3238
			EVRTMIMN	5420	3306
			FFLKMIMN	5300	3392
			FRMTMIMN	5555	3353

ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.4 Serving Central Office and Remote Switching Locations (Cont'd.)

Service Switch			Remote Switching Location		
CLLI	V Coordinate	H Coordinate	CLLI	V Coordinate	H Coordinate
PRTGMI01DS0	5758	3163	GDRPMIBL	5628	3261
			GDRPMIEP	5618	3264
			GDRPMIES	5627	3244
			GDRPMISO	5633	3259
			GDRPMIWS	5632	3272
			GDRQMIBO	5621	3253
			GDRQMIBO	5621	3253
			GDRQMIIY	5629	3261
			GNVLMIMN	5555	3226
			GRHVMIMN	5654	3349
			GRNTMIMN	5570	3321
			HDVLMIMN	5658	3279
			HLLDMIMN	5696	3304
			HLLDMINR	5690	3317
			HSNGMIHS	5658	3174
			INRVMIMN	5087	3384
			IONIMIMN	5578	3179
			IRONMIIR	5438	3427
			KLKSMIKK	5258	3385
			KLMZMIFA	5750	3177
			LWLLMIMN	5609	3213
			MCBNMIMN	5362	3331
			MCCYMIMN	5026	3441
			MCPKMIMN	5703	3310
			MNCLMIMN	5217	3388
			MNSTMIMN	5437	3489
			MRSHMIMN	5703	3087

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ACCESS SERVICES TARIFF

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.4 Serving Central Office and Remote Switching Locations (Cont'd.)

Service Switch			Remote Switching Location		
CLLI	V Coordinate	H Coordinate	CLLI	V Coordinate	H Coordinate
PRTGMI01DS0	5758	3163	NILSMIMN	5889	3223
			NPRTMIMN	5216	3487
			OLVTMIMN	5667	3101
			OSHTMIWS	5763	3187
			PLSTMIMN	5074	3423
			PRTGMI01	5758	3163
			PRTGMILK	5765	3164
			PTSKMIMN	5120	3425
			SCVLMIMN	5489	3451
			TRCYMIMN	5286	3448
			VCBGMIMN	5777	3152
			WYLDMIMN	5682	3227
			WYNGMIKE	5652	3257
			WYNGMILX	5648	3260
			ZELDMIZL	5685	3294

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS

4.1 Switched Access Services

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order

A. Ordering Access Service Types

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

1. For Feature Group D Switched Access Service:

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

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

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

2. (Cont'd.)

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

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

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

4. Feature Group B switched access service is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. Different types of FGB or other switching arrangements may be combined in a single trunk group at the option of the Company. Rates for FGB are set forth in section 7.1 of this tariff.

B. Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

1. Standard Interval

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

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

2. Negotiated Interval

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

2. Negotiated Interval (Cont'd.)

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

2) Negotiated Interval (Cont'd.)

Maximum Interval

Initial establishment of service
where Customer is:

- | | | |
|---|--|----------|
| - | Not yet provided with any
Trunk Group service in the LATA | 6 months |
| - | Provided Trunk Group service
in the LATA | 90 Days |

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

3. Advance Order Interval (Cont'd.)

(a) Advance Payment

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

3. Advance Order Interval (Cont'd.)

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications

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

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

1. Service Date Change Charge

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications (Cont'd.)

2. Partial Cancellation Charge

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

3. Design Change Charge

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

C. Access Order Modifications (Cont'd.)

4. Expedited Order Charge

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

1. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

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

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

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

E. Minimum Period

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

E. Minimum Period (Cont'd.)

2. (Cont'd.)

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

F. Minimum Period Charges

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

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

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

G. Nonrecurring Charges

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

G. Nonrecurring Charges (Cont'd.)

1. Installation of Service

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

2. Service Rearrangements

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

G. Nonrecurring Charges (Cont'd.)

2. Service Rearrangements (Cont'd.)

(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.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.1 Access Service Order (Cont'd.)

H. Network Blocking Charge

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

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 7.1.2(C) following, for each overflow in excess of ordered capacity.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.2 Switched Transport

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

A. Entrance Facility Rate Category

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

B. Direct Trunk Transport Rate Category

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.2 Switched Transport (Cont'd.)

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

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

C. Tandem Switched Transport Rate Category

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.2 Switched Transport (Cont'd.)

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

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

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.2 Switched Transport (Cont'd.)

D. Common Channel Signaling Access

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

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

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

E. Interface Groups

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

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

F. Common Multiplexing

Common Multiplexing is provided on a usage sensitive basis in conjunction with Switched Transport and provides for use of multiplexing equipment within the transport network to convert common switched facilities from one operating speed to another.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.3 Other Rate Categories

A. Toll Free Data Base Access Service

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

1. Toll Free Data Base Access Service Query Charge

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

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.3 Other Rate Categories (Cont'd.)

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

2. POTS Translation Charge

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

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

3. Call Handling & Destination Feature Charge

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

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Customer Identification Charge and the POTS Translation Charge as set forth in Section 7.4.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.1 Switched Access Services (Cont'd.)

4.1.3 Other Rate Categories (Cont'd.)

B. End Office

1. End Office Switching

End Office Local Switching provides the local end office switching functions and optional features and is assessed on a usage sensitive basis.

2. End Office Trunk Port

End Office Trunk Port provides for the termination of common transport trunk facilities at end office switches and is assessed on a usage sensitive basis.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.2 Miscellaneous Services

4.2.1 Presubscription

- A. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Section 7.2.1, applies.
- B. At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
 - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 7.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE DESCRIPTIONS, (CONT'D.)

4.2 Miscellaneous Services

4.2.2 Unauthorized PIC Change

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

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

The Unauthorized Presubscription Change Charge as set forth in Section 7.2.1(B) will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 7.2.1(A) following.

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS**

5.1 General

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

5.2 Service Configurations

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

5.2.1 Point-To-Point Service

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

5.2.2 Multipoint Service

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.3 Service Descriptions and Technical Specifications

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

5.3.1 Voice Grade Service (DS-0)

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

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

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

5.3.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub. (C)

5.3.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub. (C)

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

5.3.4 Type I Channels

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

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

5.3.5 Type II Channels

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

5.3.6 DS-3 Service

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

(C)

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

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

5.3.7 DS-3 Packaging

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

5.3.8 Fractional DS-1 Service

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

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

5.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

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

DS-1 to DS-0 Multiplexing

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

5.3.10 Customer Provided Equipment

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.4 Rate Categories

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

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

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated. (C)

5.4.2 Channel Mileage Termination (CMT) - Fixed

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

5.4.3 Channel Mileage (CM) - Per Mile

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.4 Rate Categories (Cont'd.)

5.4.4 Optional Features and Functions

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

5.4.5 Extraordinary Charges

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

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

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.4 Rate Categories

5.4.6 Volume Discounts

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

5.4.7 Term Discounts

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

5.5 Application of Rate Elements

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

5.5.1 Point-To-Point Services

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

5.5.2 Multipoint Services

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.6 Regulations and Computations of Mileage

- 5.6.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.6.2 All times refer to local time.
- 5.6.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- 5.6.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
- A. Utilize the "V" and "H" coordinates for each Customer designated location.
 - B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - C. Square each difference obtained in step (ii) above.
 - D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

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

5.6.4 (Cont'd.)

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

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

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.7 Contract Rates - Special Pricing Arrangements-ICB

- 5.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- 5.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.
- 5.7.3 The Company may provide any of the services offered under this tariff, or combinations of services, on a contractual basis to Customers who commit to use specific minimum volumes of service, to use the service for a specific term, or both. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the 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. The Company will make individual contracts available to the Commission upon request.

ACCESS SERVICES TARIFF

**SECTION 5 - DEDICATED SERVICES DESCRIPTIONS
AND TECHNICAL STANDARDS, (CONT'D.)**

5.8 Back Billing

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

5.9 Taxes

5.9.1 Sales, Use and Excise Taxes

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

5.10 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates. Promotional offerings will not exceed 90 days in a calendar year.

ACCESS SERVICES TARIFF

SECTION 6 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES

6.1 Billing Name and Address Service

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

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

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

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

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

ACCESS SERVICES TARIFF

SECTION 6 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES, (CONT'D.)

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

6.1.1 Undertaking of The Company

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

6.1.2 Obligations of the Customer

- A. With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.

ACCESS SERVICES TARIFF

SECTION 6 - SWITCHED ACCESS BILLING AND COLLECTION SERVICES, (CONT'D.)

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

6.1.2 Obligations of the Customer (Cont'd.)

- C. The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D. When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

6.1.3 Rate Regulations

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

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

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

ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES

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

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ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.2 Switched Transport

A. Entrance Facility
- DS1

Channel Termination / Local Distribution
Channel

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

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ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.2 Switched Transport

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

DS3

Channel Termination / Local Distribution
Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
44.736 Mbps Type I & Type II Packing Options per order							
One (1) DS3 - per DS3	\$2,315.00	\$2,285.00	\$2,220.00	\$1,161.00	\$1,000.00	\$933.00	\$500.00
Two (2) DS3s - per DS3	\$1,800.00	\$1,619.00	\$1,400.00	\$1,135.00	\$1,000.00	\$913.00	\$500.00
Three (3) DS3s - per DS3	\$1,750.00	\$1,508.00	\$1,250.00	\$1,100.00	\$ 950.00	\$885.00	\$500.00
Six (6) DS3s - per DS3	\$1,550.00	\$1,390.00	\$1,200.00	\$1,078.00	\$ 900.00	\$828.00	\$500.00
Twelve (12) DS3s - per DS3	\$1,350.00	\$1,170.00	\$1,000.00	\$ 885.00	\$ 825.00	\$710.00	\$500.00
Twenty-four (24) DS3s -per DS3	\$1,200.00	\$ 977.00	\$ 850.00	\$ 740.00	\$ 680.00	\$630.00	\$500.00

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ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.2 Switched Transport

B. Common Channel Signaling Access

1. Signaling Network Access Link

- Signaling Mileage Facility
per mile \$ ICB
- Signaling Mileage Termination
per termination \$ ICB
- Signaling Entrance Facility
per facility \$ ICB

Nonrecurring
Charge

2. STP Port

- per port \$ ICB

C. Network Blocking Charge

- Per Call Blocked \$ 0.0318

ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.2 Switched Transport

D. Direct Trunked Transport Mileage

1) DS3 Fixed

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

2) DS3 Per Mile

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

3) DS1 Fixed

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

4) DS1 Per Mile

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

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ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.3 End Office (Cont'd.)

B. Common Switching Non-Chargeable Optional Features

Service Class Routing

(available with FGD)

- Per Transmission Path Group

Alternate Traffic Routing

(available with FGD)

- Per Transmission Path Group

International Carrier Option

(available with FGD)

- Per End Office and Access Tandem

SS7 Signaling Option

- Calling Party Number

(available with FGD)

- Carrier Selection Parameter

(available with FGD)

ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.1 Switched Access Service (Cont'd.)

7.1.3 End Office (Cont'd.)

C. Trunk Side Transport Termination Non-Chargeable Options

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

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

D. Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.2 Miscellaneous Services

7.2.1 Presubscription

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

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ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.3 Billing and Collection Services

7.3.1 Billing Name and Address Service

-	Record Transmission Charge Per BNA Record Request	\$1.00	
-	Service Establishment Charge Nonrecurring Charge	\$50.00	

7.4 Toll Free Data Base Access Service

		Rate	
-	Toll Free DataBase Access Service Charge Per Query	\$0.002304 (R)	(C)
	7/1/2022 – 6/30/2023	\$0.001252 (R)	
	7/1/2023	\$0.000200 (R)	(C)
-	POTS Translation Charge Per Query	\$0.000 (R)	
-	Call Handling & Destination Feature Charge Per Query	\$0.000 (R)	

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Little Rock, AR 72212

ACCESS SERVICES TARIFF

SECTION 7 - SWITCHED ACCESS RATES AND CHARGES, (CONT'D.)

7.5 Primary Interexchange Carrier Charge (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXC's for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per presubscribed multi-line business Customer line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

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ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES

8.1 Rates

8.1.1 General Regulations

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

ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES, (CONT'D.)

8.1 Rates (Cont'd.)

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

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

8.1.3 Point-To-Point and Multipoint Services

A. Voice Grade Services

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

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ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES, (CONT'D.)

8.1 Rates (Cont'd.)

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

B. Digital Data Service (DDS)

1) Channel Termination / Local Distribution

Channel

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

2) Channel Mileage Termination

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

3) Channel Mileage

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

ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES, (CONT'D.)

8.1 Rates (Cont'd.)

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

C. High Capacity Service - DS-1

1) Channel Termination / Local Distribution

Channel

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

2) Channel Mileage Termination

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

3) Channel Mileage

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

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ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES, (CONT'D.)

8.1 Rates (Cont'd.)

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

D. High Capacity Service - DS-3

1) Channel Termination / Local Distribution

Channel

Per Termination	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.	NRC
44.736 Mbps Type I & Type II							
Packing Options per order							
One (1) DS3 - per DS3	\$2,315.00	\$2,285.00	\$2,220.00	\$1,161.00	\$1,000.00	\$933.00	\$500.00
Two (2) DS3s - per DS3	\$1,800.00	\$1,619.00	\$1,400.00	\$1,135.00	\$1,000.00	\$913.00	\$500.00
Three (3) DS3s - per DS3	\$1,750.00	\$1,508.00	\$1,250.00	\$1,100.00	\$ 950.00	\$885.00	\$500.00
Six (6) DS3s - per DS3	\$1,550.00	\$1,390.00	\$1,200.00	\$1,078.00	\$ 900.00	\$828.00	\$500.00
Twelve (12) DS3s - per DS3	\$1,350.00	\$1,170.00	\$1,000.00	\$ 885.00	\$ 825.00	\$710.00	\$500.00
Twenty-four (24) DS3s -per DS3	\$1,200.00	\$ 977.00	\$ 850.00	\$ 740.00	\$ 680.00	\$630.00	\$500.00

2) Channel Mileage Termination

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

3) Channel Mileage

Per Mile	Monthly	12 Mo.	24 Mo.	36 Mo.	48 Mo.	60 Mo.
44.736 Mbps Type I & Type II						
Packing Options per order						
One (1) DS3 - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Two (2) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Three (3) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Six (6) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twelve (12) DS3s - per DS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00
Twenty-four (24)DS3s-perDS3	\$107.00	\$96.00	\$75.00	\$67.00	\$45.00	\$38.00

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ACCESS SERVICES TARIFF

SECTION 8 - DEDICATED SERVICES RATES AND CHARGES, (CONT'D.)

8.1 Rates (Cont'd.)

8.1.4 Multiplexing Services

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

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ACCESS SERVICES TARIFF

SECTION 9 - MISCELLANEOUS CARRIER SERVICES

9.1 Port Out Charges

The Company will assess the following charges on other carriers for switching end user customers to the other carrier's network. These charges will be assessed on a per line basis.

	Non-Recurring Charges
Port Out Charges (per line)	\$50.00

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ACCESS SERVICES TARIFF

SECTION 10 - MISCELLANEOUS

10.1 Notices

Notices provided to the Company by the Customer shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b), or (c) of this Section 10.1, to the following addresses of the Company:

To:

To:

One Communications
Attn: Director, CABS Billing
2610 Horizon Dr. SE, Suite B
Grand Rapids, Michigan 49546
Facsimile: 616.988.0466

With a copy to:

One Communications
Attn: Vice President, Regulatory Compliance
5 Wall Street
Burlington, MA 01803
Facsimile: 781.362.1312

And to such other address as the Company shall designate by proper notice.

ACCESS SERVICES TARIFF

SECTION 11 – VOIP-PSTN TRAFFIC

11.1 Identification and Rating of VoIP-PSTN Traffic

- 11.1.1 Scope - This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order. (T)
- 11.1.2 Rating of VoIP-PSTN Traffic - The Relevant VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to those tariffed for the Company's interstate switched access services as described in Section 3 of the Company's FCC access services tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).
- 11.1.3 Calculation and Application of Percent-VoIP-Usage Factor – the Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

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

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

ACCESS SERVICES TARIFF

SECTION 11 – VOIP-PSTN TRAFFIC (CONT'D.)

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

11.1.3 (Cont'd.)

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

Examples for PVU Factor Calculations:

(The calculation elements in these examples are generic.)

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

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

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

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ACCESS SERVICES TARIFF

SECTION 11 – VOIP-PSTN TRAFFIC (CONT'D.)

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

11.1.3 (Cont'd.)

D. (Cont'd.)

Use of Default Percentages - Company

(N)

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

(N)

Default PVU Factors - Customer

(T)

If the Customer does not furnish the Company with a PVU factor pursuant to the preceding paragraph 11.1.3.A of this Section, the Company will utilize a PVU equal to the Company's PVU-B factor.

(M)

(M)

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ACCESS SERVICES TARIFF

SECTION 11 – VOIP-PSTN TRAFFIC (CONT'D.)

(N)

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

11.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 11.1.3.B, above.

11.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 11.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

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

(N)