

WINDSTREAM NORTHSTAR, LLC
4001 Rodney Parham Road
Little Rock, Arkansas 72212

TARIFF MINNESOTA NO. 2

ACCESS SERVICES

APPLYING TO ACCESS SERVICES BETWEEN
FIXED POINTS IN THE STATE OF MINNESOTA

Explanation of Symbols:

The following Symbols are applicable to all sections of this Tariff schedule:

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (T) - To signify a change in text but no change in rate or regulation
- (U) - To signify an update to current existing Rate
- (Z) - To signify a correction

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ACCESS SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and point to point service within the State of Minnesota by WINDSTREAM NORTHSTAR, LLC (hereinafter the Company).

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GENERAL REGULATIONS

1. GENERAL

See General Exchange Tariff, Section 2, Regulation 2.1 A, B

2. UNDERTAKING OF THE COMPANY

See General Exchange Tariff, Section 2, Regulation 2.2

3. LIABILITY OF THE COMPANY

See General Exchange Tariff, Section 2, Regulation 2.3 A, B, C, D

4. USE OF SERVICE

See General Exchange Tariff, Section 2, Regulation 2.4 A, B, C, D, E, F, G, H, I

5. APPLICATIONS FOR SERVICE

See General Exchange Tariff, Section 2, Regulation 2.5 A, B

6. MINIMUM CONTRACT PERIODS

See General Exchange Tariff, Section 2, Regulation 2.6 A

A. Where monthly construction charges are involved, such charges are payable as set forth in Section 6, ORDERING OPTIONS

B. The Company may require a minimum contract period longer than one month in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

7. CANCELLATION OF APPLICATION FOR SERVICE

See General Exchange Tariff, Section 2, Regulation 2.7 A, B, C, D, E

8. ADVANCE PAYMENTS

See General Exchange Tariff, Section 2, Regulation 2.8 A, B.

9. CREDIT POLICY

See General Exchange Tariff, Section 2, Regulation 2.9 A, B, C.

10. CUSTOMER BILLING

- A. Unless otherwise specified herein, bills are due and payable upon receipt.
- B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.
 - 1) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for Non-Recurring Charges monthly to the Customer.
 - 2) The Company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
 - 3) 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, based on the actual calendar month.
 - 4) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - 5) The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Minnesota Public Utilities Commission in accordance with the Commission's rules of procedures.

11. PAYMENT FOR SERVICE

See General Exchange Tariff, Section 2, Regulation 2.11 A, B.

12. FAILURE TO PAY FOR SERVICE

See General Exchange Tariff, Section 2, Regulation 2.12 A.

13. RESTORAL OF SERVICE

See General Exchange Tariff, Section 2, Regulation 2.13 A, B.

14. JURISDICTIONAL REPORTING

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

- A. Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on the type of access:
- 1) For Feature Group D Switched Access Service(s), where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis.
 - 2) For Feature Group D with 950 Access, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
 - 3) For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access.
- B. Terminating Access: For Feature Group D Switched Access Services(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

14. JURISDICTIONAL REPORTING (Continued)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

15. INTERCONNECTION OF FACILITIES

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 tariff of the other communications carriers which are applicable to such connections.

16. OWNERSHIP OF FACILITIES

See General Exchange Tariff, Section 2, Regulation 2.16.

17. ACCESS TO FACILITIES

See General Exchange Tariff, Section 2, Regulation 2.17.

18. REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES

See General Exchange Tariff, Section 2, Regulation 2.18 A, B.

19. DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES

See General Exchange Tariff, Section 2, Regulation 2.19.

20. TRANSFERS AND ASSIGNMENTS

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 (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

21. INTERRUPTIONS TO SERVICE

See General Exchange Tariff, Section 2, Regulation 2.21 A, B, C.

22. NOTICES AND COMMUNICATIONS

- A. 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.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.
- D. 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.

23. LIMITING OF COMMUNICATIONS

See General Exchange Tariff, Section 2, Regulation 2.23.

24. TERMINATION OF SERVICE

See General Exchange Tariff, Section 2, Regulation 2.24 A, B.

25. DISCONNECTION OF SERVICE

See General Exchange Tariff, Section 2, Regulation 2.25 A, B, C.

26. REFUSAL OF SERVICE

See General Exchange Tariff, Section 2, Regulation 2.26.

27. SPECIAL CONSTRUCTION

See General Exchange Tariff, Section 2, Regulation 2.28 A, B.

28. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

See General Exchange Tariff, Section 2, Regulation 2.29 A.

29. 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 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 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 to 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 the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment facilities provided by any party other than the Company, including but not limited to the Customer.

29. PROVISION OF EQUIPMENT AND FACILITIES (Continued)

- 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. Notwithstanding the above, 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.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers or, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

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

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Common Line: A line, trunk or other facility provided under the general exchange tariff of the Company, terminated on a central office switch.

Company: WINDSTREAM NORTHSTAR, LLC which is the issuer of this tariff.

DEFINITIONS (Continued)

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: The dedicated Switched Access transport facility from the customer premise to the company serving wire center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

DEFINITIONS (Continued)

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of bits, per second.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

DEFINITIONS (Continued)

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence (POP): Location where the customer maintains a facility for purpose, of interconnecting to the Company's Network.

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service the first day following the 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 of service. The parties 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 the customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

DEFINITIONS (Continued)

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof 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.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Generally dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem and wire centers that subtend the access tandem.

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

Wire Center: A building in which central offices, used for the provision of Telephone Exchange services, are located.

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SPECIAL ACCESS SERVICE

I. General

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

II. Transmission Service

- A. Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.
- B. Digital Channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

56.0 kbps (DS-0)
1.544 kbps (DS-1)
44.736 Mbps (DS-3)

Digital Channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB).

- C. Digital Channels furnished by the Company at 1.544 Mbps, interconnections to such Channels and equipment's interfacing to such Channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

II. Transmission Service (Continued)

D. Digital Channels furnished by the Company at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

Line Rate:	44.736 Mbps + 20 ppm
Line Code:	Bipolar with three-zero substitution (B3ZS)
Line Impedance:	75 ohms (+) 5 percent unbalanced

III. Special Access Rates

A. Special Construction

1. Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

2. Termination Liability

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

- a. The termination liability period is the initial service term with respect to said specially constructed facilities.
- b. The amount of the maximum termination liability is equal to the rates and charges for the initial service term prorated for the unexpired period of liability.

III. Special Access Rates (Continued)

B. Rate Elements

1. General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- a. The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.
- b. The Channel mileage rate elements are determined by the Vertical and Horizontal Coordinates ("V&H") method, as set forth on the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate. These charges do not apply for virtual access service.
- c. Optional Features for which charges are applied only if ordered.

C. Voice Grade Service

There are three types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment, 4-wire E/M signaling equipment, or virtual, which allows the customer to be served from another exchange served by the same host of the base exchange. 4-wire supports analog data transmission speeds of up to 19.2 Kbps.

- 1. This service consists of making Voice Grade capacity available on a Dedicated access basis.
- 2. The virtual access charge below applies in addition to local service rate charges for the base exchange and for the virtual exchange.

3. <u>Voice Grade Service Rates</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination		
1. Two-Wire	\$ 161.00	\$ 35.09
2. Four-Wire	161.00	56.14
3. Virtual	25.00	17.00
b. Channel Mileage Termination		25.11
c. Channel Mileage Facility		2.50
d. Bridging		6.50
e. C Conditioning		7.20
f. Improved Return Loss		12.80
g. Data Capability		4.95
h. Signalling Capability		12.95

III. Special Access Rates (Continued)

D. Digital Data Services

Digital Data Service is provided at a transmission rate of 56 kbps.

1. This service consist of making DS-0 capacity available on a Dedicated access basis.

2. <u>Digital Data Rates - 56 kbps</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	\$ 177.00	\$ 64.75
b. Channel Mileage Termination		23.86
c. Channel Mileage Facility		2.38

E. DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

1. This service consist of making DS-1 capacity available on a Dedicated access basis.

2. <u>DS-1 Rates</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	\$181.00	\$176.82
b. Channel Mileage Termination		94.38
c. Channel Mileage Facility		19.14
d. Multiplexing DS-1 to Voice		183.12

F. DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

1. This service consists of making DS-3 capacity available on a Dedicated access basis.

2. <u>DS-3 Rates</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-3 to DS-1		ICB

III. Special Access Rates (Continued)

G. Term Discounts

Discounts will be applied to all rate elements, both non-recurring and recurring, for the following term commitments:

	<u>Discount %</u>
1 Year	10%
2 Year	20%
5 Year	50%

Discontinuance of service prior to the expiration of the Term Discount period will result in a disconnection charge equal to the discount applied.

IV. Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

Service Call Charge Rates

Basic	\$ 11.96/ ½ hr.
Overtime	14.03/ ½ hr.
Premium	16.10/ ½ hr.

Basic rates apply Monday through Friday, 8:00 A.M. - 5:00 P.M. Overtime rates apply evenings and premium rates apply weekends and holidays.

V. Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

SWITCHED ACCESS SERVICE

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I. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

II. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code, where available, for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

II. Provision and Description of Switched Access Service Arrangements (Continued)

A. Feature Group D (FGD) Access (Continued)

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

C. Rate Categories

The following rate categories apply to Switched Access Service:

1. Direct Connection
2. Tandem Connection
3. 800 Data Base Access Service
4. Optional Features

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area.

1. Direct Connect: The Company will provide Direct Connect between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths.

The Direct Connect rate category is comprised of a monthly facilities charge and two rate elements: 1) Local Switching Charge; and 2) Common Line Charge.

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

2. Tandem Connect: Tandem Connect consist of circuits from the Customer's tandem provider to the Company's Local Switching Center.

This Tandem Connect rate category is comprised of three rate elements: 1) Switched Transport Charge; 2) Local Switching Charge; and 3) Common Line Charge. In addition, where applicable, a monthly facilities charge will apply.

Switched Transport Charge: Provides for the transmission facilities between the Customer presence and the end office switch.

Local Switching Charge: Provides for the use of the local end office switching, end user line termination and intercept functions.

Common Line Charge: Provides for the use of Company common lines for access to end users.

3. 800 Data Base Access Service

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

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Access Service Optional Features

- 1.) Nonchargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature in association with Switched Access Service.
 - (a) Supervisory Signaling: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order optional supervisory signaling arrangement in the form of Multi-Frequency (MF) Signaling for each transmissions path.
- 2.) Chargeable Optional Features: Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features in association with Switched Access Service.
 - (a) 800 Data Base Access Service: The Customer will be charged a per query charge based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

II. Provision and Description of Switched Access Service Arrangements (Continued)

- D. Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- E. Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.
- F. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6. Also included in that section are other charges which may be associated with ordering Switched Access Service.
- G. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

III. Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.

III. Obligations of the Company (Continued)

A. Network Management (Continued)

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

IV. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- A. Report Requirements: When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.
- B. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- C. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

V. Switched Access Rates

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- C. Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

VI. Application of Rates

- A. Direct Connect: The Direct Connect rate is assessed based on the total of the monthly facilities charge and the monthly usage charge. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3, and a per mile rate. The fixed rate and the per mile rate for monthly facilities charges will be calculated on an Individual Case Basis.

The Tandem Connect rates will apply for all Direct Connect Usage which overflows to the Access Tandem.

- B. The Tandem Connect rate is assessed based on the total of the Switched Transport Charge, Local Switching Charge and Common Line Charge. Each of these components is based on a per minute or per line rate structure.
- C. 800 Number Translation Charge: The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

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

VII. Billing of Access Minutes (Continued)

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

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

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

VIII. Rates and Charges

	<u>NRC</u>	<u>Monthly Rate</u>
A. <u>Direct Connect</u>		
1. <u>DS1 Facility</u>		
a. Entrance Facility		176.82
b. Transport Termination (per term)		94.38
c. Transport Facility (per mile)		19.14
d. Multiplexing DS1 to Voice Grade		183.12
2. <u>DS3 Facility</u>		
a. Entrance Facility		ICB
b. Transport Termination (per term)		ICB
c. Transport Facility (per mile)		ICB
d. Multiplexing DS3 to DS1		ICB

SWITCHED ACCESS SERVICES

VIII. Rates and Charges (Continued)

	NRC	Rate			
		<u>Originating</u>	<u>Terminating</u>		
		<u>8YY</u>	<u>Non-8YY</u>		
B. Tandem Connect (July 1, 2021)					
1. Transport Termination (per term minute)	\$	Note 1	\$.001141	Note 1	(C)
2. Transport Facility (per minute mile)		Note 1	.000231	Note 1	
3. Tandem Switching (per minute)		Note 1	.003643	Note 1	
C. Local Switching (July 1, 2021)					
1. Local Switching (per minute)		Note 1	.010000	Note 1	
D. Common Line (July 1, 2021)					
1. Carrier Common Line (per minute)		Note1	.010000	.35000	(C)

Note 1 Terminating rates are located in Olsen Thielen FCC Tariff No. 1 available on the FCC website at: <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=358>

SWITCHED ACCESS SERVICES

VIII. Rates and Charges (Continued)

		<u>NRC</u>	<u>Rate</u>		
E.	800 (8YY) Database Access Service (July 1, 2021)		<u>Qwest Areas</u>	<u>All Other Areas</u>	(T) (C)
1.	Basic (per query, includes Vertical Features)	\$	\$.00350 (R)	\$.004248 (R)	
	7/1/2022 – 6/30/2023		\$.00185 (R)	\$.002224 (R)	
	7/1/2023		\$.00020 (R)	\$.000200 (R)	(C) (D)

Note 1 Terminating rates are located in Olsen Thielen FCC Tariff No. 1 available on the FCC website at: <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=358>

I. General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

A. Ordering Conditions

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

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

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

B. Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in II.E. following will apply when an engineering review is required.

I. General (Continued)

B. Provision of Other Services (Continued)

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

II. Access Order

Access Order: An ASR is required by the Company to provide a Customer with both Switched and Special Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under II.E. following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5, II, C.1. and 5, II, C.2., respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

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

- Standard Interval
- Negotiated Interval

II. Access Order (Continued)

A. Access Service Date Intervals (Continued)

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

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
 - a.) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - b.) There is no existing facility connecting the Customer Premises with the Company; or
 - c.) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - d.) The Company determines that Access Service cannot be installed within the Standard Interval.

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

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

- B. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

II. Access Order (Continued)

B. Access Service Request Modifications (Continued)

Any increase in the number of Special Access Service Channels, Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement 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. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

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 on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under II.E. following.

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR 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 charges, as set forth under II.E. following, are in addition to any Service Date Change Charges that may apply.

II. Access Order (Continued)

B. Access Service Request Modifications (Continued)

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in II.E. following.

II. Access Order (Continued)

C. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. 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 ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in II.E. following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for 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 Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

D. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
 - a.) A change in the identity of the Customer of record;
 - b.) A move by the Customer to a different building;
 - c.) A change in type of service;
 - d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
 - e.) A change in Switched Access Service Traffic Type;
 - f.) A change in type of Special Access Service Channel Termination;
 - g.) A change from 2-point to multipoint Special Access Service.

II. Access Order (Continued)

D. Minimum Period of Service (Continued)

2. 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 the applicable minimum monthly charge for the capacity made available to the Customer.

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

E. Charges

	<u>Non-Recurring Charge</u>
1. Access Order Charge	\$ 81.00
2. Service Date Change Charge	34.00
3. Design Change Charge	63.00
4. Expedited Order Charge	114.00
5. Cancellation Charge	25.00