# REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

# SERVICES AND FACILITIES FOR INTRASTATE ACCESS TELECOMMUNICATIONS SERVICES PROVIDED BY

# MERCURY VOICE AND DATA, LLC D/B/A SUDDENLINK COMMUNICATIONS WITHIN THE STATE OF ARIZONA

**This tariff is on file with the Arizona Corporation Commission.**
**This tariff may also be viewed on the Company's website at www.suddenlink.com.**

**Issued By:**

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**ACCESS SERVICES**

## CHECK SHEET

All pages of this tariff listed 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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# 1. APPLICATION OF TARIFF

## 1.1 GENERAL

This sets forth the service offerings, rates, terms and conditions applicable to the provision of Intrastate Access Services ("Services") by Mercury Voice and Data, LLC ("Company") to Customers that furnish intrastate telecommunications services to the Telephone Company's end users within the State of Arizona.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other current Tariffs, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Arizona Corporation Commission.

## 1.2 TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

(E) To signify correction of an error.

(I) To signify a rate increase.

(M) To signify material relocated from or to another part of Tariff schedules with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify a rate reduction.

(T) To signify change in wording of text but no change in rate, rule or condition.



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## 1. APPLICATION OF TARIFF

### 1.3 DEFINITIONS

Access Minutes

The usage of exchange facilities, or the functional equivalent thereof, in intrastate service for the purpose of calculating chargeable usage.

Access Tandem

A switching system, or the functional equivalent thereof, that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Advance Payment

The term "Advance Payment" denotes the requirement for partial or full payment required before the start of service.

Call

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

Carrier or Common Carrier

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Central Office

A local Company switching system, or the functional equivalent thereof, where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.



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## 1. APPLICATION OF TARIFF

### 1.3. DEFINITIONS (CONT'D)

Channel

A communications path between two or more points of termination.

Common Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company

Mercury Voice and Data, LLC and its affiliate companies.

Customer

The term "Customer" (when capitalized) denotes any person, firm, partnership, cooperation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

End Office

A switching or call routing unit, or the functional equivalent thereof, which provided service to retail end-user customers and having the necessary equipment and operating arrangement for terminating and interconnecting customer lines and trunks, or the functional equivalent thereof. With respect to each 101-XXXX 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 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

End User

The term "End User" means any wholesale or retail customer of an interstate or foreign telecommunications service that is not a carrier. The term "End User" may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.



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## 1. APPLICATION OF TARIFF

### 1.3. DEFINITIONS (CONT'D)

Exchange

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

Interconnected VoIP Service

Interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user's location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area

A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

Message

A Message is a Call as defined above.

## 1. APPLICATION OF TARIFF

### 1.3. DEFINITIONS (CONT'D)

Non-interconnected VoIP Service

The term "non-interconnected VoIP service" means a service that (i) enables real- time voice communications that originate from or terminate to the user's location using Internet protocol or any successor protocol; and (ii) requires Internet protocol compatible customer premises equipment; and (iii) does not include any service that is an interconnected VoIP service.

Point of Termination

The point of termination within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of termination is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the FCC's Rules and Regulations.

"Regulatory Authority" or "Commission"

The Arizona Corporation Commission.

Tandem Transport

The term "Tandem Transport" denotes the transport between an access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location.

Trunk

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

Trunk Gateway

The point of interface between the PSTN trunk facility and the Company defined by Common Language Location Identifier (CLLI) codes assigned to the Company, as reflected in the Local Exchange Routing Guide (LERG). Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location.



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## 1. APPLICATION OF TARIFF

### 1.4 EXPLANATION OF ABBREVIATIONS

| | |
|---|---|
| ANI | Automatic Number Identification |
| CLLI | Common Language Location Identifier |
| FCC | Federal Communications Commission |
| ICB | Individual Case Basis |
| LATA | Local Access and Transport Area |
| LERG | Local Exchange Routing Guide |
| MOU | Minutes of Use |
| NECA | National Exchange Carrier Association |
| NPA | Numbering Plan Area |
| PIU | Percentage of Interstate Usage |
| PSTN | Public Switched Telephone Network |
| VoIP | Voice over Internet Protocol |

# 2. GENERAL REGULATIONS

## 2.1 UNDERTAKING OF THE COMPANY

### 2.1.1 SCOPE

The Company undertakes to furnish Access Service in accordance with the terms and conditions set forth in this Tariff.

### 2.1.2 SHORTAGE OF FACILITIES

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control. The Company shall not be liable for errors in transmission or for failure to establish connections.

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. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

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. Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company.



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## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.3. TERMS AND CONDITIONS (CONT'D)

C. 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.

D. The Company shall comply with all rules and regulations issued by the Commission. In addition, the regulations set forth herein apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff.

E. Use of Service

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

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

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

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

F. Ownership of Facilities

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

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.3. TERMS AND CONDITIONS (CONT'D)

G. Interconnection

The Company will provide for interconnection with other carriers in accordance with the rules and regulations promulgated by the Commission.

H. 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.

I. This Tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.4 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 the Customer, without the prior consent of the Customer, which shall not be unreasonably withheld.

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 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.



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## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.4. 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 the customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by customer-provided equipment.

G. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.

H. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.

I. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled either directly or via contractual or other arrangements, by the Company.



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## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.5 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 Section 2.5. 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 the 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 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, lockouts, work stoppages, or other labor difficulties.

C. When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents or employees.

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.



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## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.5. LIABILITY OF THE COMPANY (CONT'D)

E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, 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 2.1.5.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.

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

H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to 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.

I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

#### 2.1.6 DISCONTINUANCE OF SERVICE FOR CAUSE

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving thirty (30) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving reasonable notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

E. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

F. Upon the Company's discontinuance of service to the Customer under 2.1.6, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.



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## 2. GENERAL REGULATIONS

### 2.2 OBLIGATIONS OF THE CUSTOMER

#### 2.2.1 CUSTOMER PREMISES PROVISIONS

A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

#### 2.2.2 LIABILITY OF THE CUSTOMER

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list or tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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

## 2. GENERAL REGULATIONS

### 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

#### 2.2.3 JURISDICTIONAL REPORT REQUIREMENTS

Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access service is activated, the following criteria will apply:

A. FGD Switched Access services consists of a trunk side connection, or the functional equivalent thereof, to the Company's network. For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes as outlined below in (E).

B. For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (E).

C. FGB Switched Access Services consists of a trunk side connection, or the functional equivalent thereof, and access to a uniform seven digit access code (950-XXX). For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication.

D. For originating 8XX Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 8XX minutes, as outlined below in (E).

E. For Customer provision of jurisdictional information, the following requirements apply:

1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.

2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.



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## 2. GENERAL REGULATIONS

### 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

#### 2.2.3 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)

3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company.

4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.

5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.

6. No revisions to bills preceding the effective date of the jurisdictional information will be made based on this report.

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

## 2. GENERAL REGULATIONS

### 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

#### 2.2.4 CHANGES IN SERVICE REQUESTED

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

#### 2.2.5 NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

Customers desiring to terminate service shall provide the Company 30 days written notice of their desire to terminate service.

#### 2.2.6 INDEMNITY

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

A. Any loss, destruction or damage to property of the Company or any third party, or the 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 Company services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

#### 2.2.7 TRANSFERS AND ASSIGNMENTS

The Customer may not assign or transfer the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.



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## 2. GENERAL REGULATIONS

## 2.3 CUSTOMER EQUIPMENT AND CHANNELS

### 2.3.1 INTERCONNECTION OF FACILITIES

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

B. The Company shall maintain company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's facilities at a suitable location inside a customer designated location, and will be installed by the Company to such point of termination. Service provided to a Customer under this Tariff must be connected to access tandem facilities of another telephone company in the joint provision of interstate access.

### 2.3.2 INSPECTION AND TESTING

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary, without penalty or liability, to determine that the Customer is complying with the requirements set forth in Section 2.3 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.



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## 2. GENERAL REGULATIONS

### 2.4 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED

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).

### 2.5 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

#### 2.5.1 GENERAL

A. A credit allowance will be given when service is interrupted, except as specified in 2.5.2, 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.



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## 2. GENERAL REGULATIONS

## 2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)

### 2.5.2 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.

### 2.5.3 LIMITATIONS ON 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;

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. GENERAL REGULATIONS

### 2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)

#### 2.5.4 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.

#### 2.5.5 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

In case of an interruption to any service, allowance for the period of interruption, permitted with this tariff, shall be as follows:

A. For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates, or (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

B. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.



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## 2. GENERAL REGULATIONS

### 2.6 PRIVACY RULES

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing, services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

## 2. GENERAL REGULATIONS

### 2.7 APPLICATION OF RATES AND CHARGES

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

#### 2.7.1 MEASURING ACCESS MINUTES

Customer traffic (originating and terminating calls) will be measured (i.e., recorded or assumed) in minutes of use by the Company at its End Office, Trunk Gateway or functionally equivalent location to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the company lost, damaged tapes or experienced recording system outages, the Company will estimate the value of lost Customer access minutes of use based on previously known values.

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

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

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

The measurement of terminating call usage over Feature Group B or D, or the functional equivalent thereof, ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minutes for each end office.



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## 2. GENERAL REGULATIONS

## 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

### 2.7.2 RATES BASED UPON DISTANCE

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

A. The mileage to be used to determine the monthly rates ("Transport Mileage") will be calculated based on the airline distance between the end office switch where the call carried by Transport Mileage originates or terminates at the customer's serving wire center. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates.

B. The Transport Mileage rates are 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 Transport Mileage rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.



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## 2. GENERAL REGULATIONS

## 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

### 2.7.3 NONRECURRING CHARGES

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

A. Installation of Service

Nonrecurring charges apply to each Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. 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).

B. 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 A., preceding, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

1. 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.

2. 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 Order Service Date Intervals

   Access Service is provided with one of the following Service Date Intervals: (1) Standard Interval, (2) Negotiated Interval.



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## 2. GENERAL REGULATIONS

### 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

#### 2.7.3 NONRECURRING CHARGES (CONT'D)

To the extent the service can be made available with reasonable effort, the Company will provide the service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval:

- The Standard Interval for Switched Access Services will be 45 days.
- Access Services provided under the Standard Interval will be installed during Company Business hours.

B. Negotiated Interval:

The Company will negotiate a service date interval with the Customer on an Individual Case Basis (ICB) when:

- There is no standard interval for the service,
- The Customer requests a service date before or beyond the applicable Standard Interval Service Date,
- The Company determines that the 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 required. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.



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## 2. GENERAL REGULATIONS

### 2.8 [RESERVED FOR FUTURE USE]

## 2. GENERAL REGULATIONS

### 2.9 BILLING AND PAYMENT

The Company shall bill on a monthly basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.2.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

The Customer will be assessed a charge of twenty dollars ($20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

If any portion of the payment 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 penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.



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## 2. GENERAL REGULATIONS

### 2.9. BILLING AND PAYMENT (CONT'D)

#### 2.9.1 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such a certificate.

#### 2.9.2 CLAIMS AND DISPUTES

All invoices are presumed accurate, and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within thirty (30) days of receipt of the invoice. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, the Customer may be required, at the Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

All disputes between the Company and the Customer that cannot be settled through negotiation may be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, unless the parties agree otherwise. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration. This dispute process does not preclude the Customer from filing a complaint with the Commission.



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## 2. GENERAL REGULATIONS

## 2.9. BILLING AND PAYMENT (CONT'D)

### 2.9.3 PAYMENT OF DEPOSITS

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills upon presentation by the Company, and providing for the discontinuance of service for nonpayment of any regulated sum due the Company. The deposit will not exceed an amount equal to:

- two month's charges for a service or facility which has a minimum payment period of one month; or
- 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.

A deposit may be required in addition to an Advance Payment.

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 return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits cannot be held beyond December following 24 months of deposit retention. Deposits held will accrue interest at 7% annually. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.



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## 2. GENERAL REGULATIONS

### 2.9. BILLING AND PAYMENT (CONT'D)

#### 2.9.4 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 applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. An Advance Payment may be required in addition to a deposit.

#### 2.9.5 SPECIAL CONSTRUCTION

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

#### 2.9.6 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.



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# 3. SWITCHED ACCESS SERVICE

## 3.1 GENERAL

Switched Access Service provides a physical or logical transmission path for the routing, transport, origination and/or termination of Customer traffic between End Users and a third-party's access tandem (or equivalent) by utilizing the services, facilities or equipment owned or controlled through contract or other means, by the Company, regardless of the specific functions provided or facilities used.

## 3.2 TRAFFIC TYPE DESIGNATION

The Company affirms that all of its interconnected VoIP traffic either originates from or terminates to a VoIP end user and is therefore, VoIP-PSTN traffic, within the meaning of FCC regulations governing such traffic (FCC 11-161).



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## 3. SWITCHED ACCESS SERVICE

### 3.3 SWITCHED ACCESS RATE CATEGORIES

The rate categories that apply to Switched Access Service provided by the Company are as follows:

- Common Carrier Line
- Tandem Transport
- Network Access
- 8XX Toll Free Access Service



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## 3. SWITCHED ACCESS SERVICE

### 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

#### 3.3.1 COMMON CARRIER LINE

The Company will provide Carrier Common Line Access Service to customers in conjunction with Switched Access Service provided in those areas where the incumbent Local Exchange Carrier provisions in a similar manner. Carrier Common Line Access provides for the use of end users' Company provided common lines, or functional equivalent thereof, by customers for access to such high end users to furnish intrastate communications.

Rates apply to all FGD access minutes that originate from or terminate to the Company's end office (equal access), or functional equivalent thereof, and to all FGB access minutes that terminate to the Company's end office, or functional equivalent thereof.

## 3. SWITCHED ACCESS SERVICE

## 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

### 3.3.2 TANDEM TRANSPORT

The Tandem Transport service rate category provides for the transmission of communications between an access tandem, or functional equivalent thereof, and the Company's End Office, Trunk Gateway, or functionally equivalent facility, service or location regardless of the specific functions provided or facilities used. Individual rate elements for this service include:

A. Tandem Switched Transport Termination

The Tandem Switched Transport Termination rate element includes the non-distance sensitive portion of the Tandem Transport service and is assessed on a per access minute-of-use basis.

B. Tandem Switched Transport Facility

The Tandem Switched Transport Facility rate element includes the distance sensitive portion of Tandem Transport and is assessed on a per access minute-of-use, and per mile basis. Transport Mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway, or functionally equivalent location within the applicable LATA.

C. Tandem Switching

The Tandem Switching rate element applies on a per minute-of-use basis for the switching functions provided when the call passes between two other carriers.

D. Shared/Common Multiplexing

The Shared/Common Multiplexing rate element includes providing the capability of channelizing Tandem Transport facilities to individual services that require a lower capacity or bandwidth and is assessed on a per minute-of-use basis.

E. Interconnection Charge

The Interconnection Charge recovers the costs associated with tandem transport that are not recovered by the tandem switched transport termination or tandem switched transport facility rate elements and applies to tandem switched transport access minutes on a per minute-of-use basis.



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## 3. SWITCHED ACCESS SERVICE

## 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

### 3.3.3 NETWORK ACCESS

Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Local Switching, Common Trunk Port and Information Surcharge.

A. Local Switching

Local Switching provides for (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned or controlled through contract or other means, by the Company, which allows for the routing of voice communications between the Company's Trunk Gateway location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

B. Shared/Common Trunk Port

Shared/Common Trunk Port provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Shared/Common Trunk Port rate is assessed on a per facility, service or minute-of-use basis to all trunk side originating and terminating access minutes routed to the Company via a third-party access tandem.

C. Information Surcharge

The Information Surcharge rate element is billed in conjunction with the local switching component and is assessed on a per minute-of-use basis.



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## 3. SWITCHED ACCESS SERVICE

### 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

#### 3.3.4 8XX TOLL-FREE ACCESS SERVICE

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate Customer based on the dialed 8XX number.

A. Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis.

# 4. SPECIAL ACCESS SERVICE

## 4.1 AVAILABILITY

Special access service is not offered on a general-availability basis. Certain point-to-point transmission services may be offered on an individual case basis, and subject to the terms and conditions set forth in individualized service agreements.

## 5. RATES

### 5.1 Carrier Common Line

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00000000 | $0.00000000 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.01937000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.02428230 | $0.00000000 |

[1] In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.



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## 5. RATES

### 5.2 Tandem Transport

A. Tandem Switched Transport Termination

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00019900 | $0.00024000 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00788081 | $0.00100000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

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## 5. RATES

### 5.2 Tandem Transport

B. Tandem Switched Transport Facility

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00002000 | $0.00003000 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00104156 | $0.00000200 |

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## 5. RATES

### 5.2 Tandem Transport

C. Tandem Switching

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00500000 | $0.00225200 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00030380 | $0.00030380 |

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## 5. RATES

### 5.2 Tandem Transport

D. Shared/Common Multiplexing

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00013700 | $0.00003600 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

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## 5. RATES

### 5.2 Tandem Transport

E. Interconnection Charge

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00000000 | $0.00000000 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

[1] In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.



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## 5. RATES

### 5.3 Network Access

A. Local Switching

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.01627000 | $0.00197400 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.01515870 | $0.00260000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.05136100 | $0.00190190 |

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## 5. RATES

### 5.3 Common Trunk Port

B. Shared/Common Trunk Port

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00130000 | $0.00074700 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

[1] In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.



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## 5. RATES

### 5.3 Network Access

C. Information Surcharge

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00000000 | $0.00000000 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.00000000 | $0.00000000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

[1] In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

## 5. RATES

### 5.4 8XX Toll Free Access Service

A. Customer Identification Charge/Database Query

| | | Originating[1] (per MOU) | Terminating (per MOU) |
|---|---|---|---|
| *CenturyLink – Qwest Corporation* | 9636 | $0.00350000 | $0.00366500 |
| *Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural* | 2172 | $0.03120000 | $0.03120000 |
| *Frontier Communications of the Southwest Inc. - AZ* | 4419 | $0.00000000 | $0.00000000 |

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