
ACCESS SERVICES PRICE LIST

This tariff, Level 3 Telecom of Arizona, LLC's Arizona C.C. Tariff No. 10, cancels and replaces, in its entirety, tw telecom of arizona llc's Arizona C.C. Tariff No No. 6, currently on file with the Arizona Corporation Commission

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

Level 3 Telecom of Arizona, LLC

This Access Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of telecommunications business services provided by **Level 3 Telecom of Arizona, LLC** within the state of Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Arizona C.C. Tariff No. 10

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CHECK SHEET

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

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EXPLANATION OF SYMBOLS

- (D) - Indicates Discontinued Rate or Regulation
- (I) - Indicates Increased Rate
- (M) - Indicates Move in Location of Text
- (N) - Indicates New Rate or Regulation
- (R) - Indicates Reduced Rate
- (T) - Indicates Change of Text Only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the ACC follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
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 - 2.1.1.A.1.
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- D. Check Sheets - When a Tariff filing is made with the ACC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the ACC.

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APPLICATION OF TARIFF

This tariff sets forth the regulations and rates applicable to services provided by Level 3 Telecom of Arizona, LLC, as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Arizona.

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SECTION 1 - ABBREVIATIONS AND DEFINITIONS

ASR	Access Service Request
B8ZS	Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
DCS	Digital Cross Connect System.
DS0	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA	Local Access and Transport Area. A geographic area established 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.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

The following definitions are applicable to this terms and conditions document:

Access Minutes - Denotes minutes of use of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering and Billing Forum.

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

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access and/or operating company number (OCN) and/or carrier identification code (CIC) code billed to the same Customer address.

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

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.

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

Carrier or Common Carrier - Provider of telecommunications services for hire. See also Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.

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

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

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.

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

Collocation - Carrier facilities and/or equipment located in the local exchange carrier's central offices.

Commission - The Arizona Corporation Commission.

Company - Level 3 Telecom of Arizona, LLC, the issuer of this tariff.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's end user locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase access services as described herein. Similarly the selection by a Company's end user of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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 out pulsed digits is initiated. No overlap out pulsing 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 the Company's service or receives the Company's service, including but not limited to an Interexchange Carrier, End User, other telecommunications carrier, or provider originating or terminating Toll VoIP-PSTN traffic.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

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

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

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

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal level 1 (DS1) - A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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 or uses intrastate service provided by a Carrier.

Entry Switch - First point of switching.

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SECTION 1- ABBREVIATIONS AND 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.

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

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

FCC - Federal Communications Commission.

Feature Group D - Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

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.

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

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

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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.

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Internet Protocol (IP) - The method by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling - A packet data-oriented protocol used for communicating call signaling information.

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

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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.

LATA (Local Access and Transport Area) - A geographic 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.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

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

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.

Message - A message is a Call as defined above.

Network - Those telecommunication facilities operated by the Company, and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

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 purposes of interconnecting to the Company's Network.

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

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

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 toll calls. The selected IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD 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 - 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.

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.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

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

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 - See Dedicated Access.

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

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

Terminating Direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to an end user or Customer premises.

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

Time Division Multiplexing (TDM) - A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Toll VoIP-PSTN Traffic - The traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet Protocol compatible customer premises equipment.

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SECTION 1- ABBREVIATIONS AND DEFINITIONS, (CONT'D.)

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

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

VoIP Service - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

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

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

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

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation on Service

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

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

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

2.2.4 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff shall not be liable for errors in transmission or for failure to establish connections.

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

2.3 Assignment or Transfer of Service

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

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

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

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

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

2.4.5 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 At the expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination, including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, and/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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.4.9 Special Construction

Subject to the agreement of the Company and to the terms contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;

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Level 3 Telecom of Arizona, LLC

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2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction, (Cont'd.)

- D. in a quantity greater than that which the Company would normally construct;
- E. involving abnormal costs;
- F. on an expedited basis;
- G. on a temporary basis until permanent facilities are available; or
- H. in advance of its normal construction.

Special construction charges for Access Service will be determined as described in this section.

2.4.10 Ownership of Facilities

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

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

2.5 Discontinuance and Restoration of Service

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

2.5.1 Cancellation by the Customer

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

2.5.2 Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

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

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

- 2.6.1 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

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2.7 Minimum Period

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

2.8 Term Agreements

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

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.9 Billing and Payments**

2.9.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due the due date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.9.2 All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

- A. The Company may assess charges for provisioning of additional copies of bills. See Section 3 for applicable rates and charges.
- B. The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section 3 for applicable rates and charges.
- C. Further if any portion of the payment is received by the Company after the payment Due Date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- D. A charge of \$25.00 (twenty-five dollars) or the current allowable amount, will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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2.9 Billing and Payments, (Cont'd.)

2.9.3 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring 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 unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.
- C. Nonrecurring Charges: Nonrecurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).
 - 1. Installation of Service: Nonrecurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

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2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation and may be submitted online at <https://customerportal.twtelecom.com> or by telephone at 1-877-453-8353. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- 2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.9.
- 2.10.3 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9.

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2.11 Payment of Deposits

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

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2.12 Inspection, Testing and Adjustment

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

2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.13 Interconnection

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.

2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the terms and conditions of the other common carrier's tariff(s).

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

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2.14 Liability of the Company

- 2.14.1 The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2 The Company will not be liable at any time or under any circumstance for indirect, special incidental, reliance, punitive or consequential damages (including, without limitation, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.
- 2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.
- 2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.
- 2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

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2.15 Liability of the Customer

2.15.1 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, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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2.15 Liability of the Customer, (Cont'd.)

2.15.3 Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

2.16 Taxes and Surcharges

2.16.1 Taxes, Fees and Surcharges

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer’s invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

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

2.16 Taxes and Surcharges, (Cont'd.)

2.16.1 Taxes, Fees and Surcharges, (Cont'd.)

Taxes and surcharges assessed on bundled services are based upon a model configuration of the product elements. Details are available upon Customer request.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from the Customer.

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2.17 Obligations of the Customer

2.17.1 Damages

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

2.17.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this terms and conditions document shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.17.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this terms and conditions document at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.17.4 Testing

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

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

2.17 Obligations of the Customer, (Cont'd.)

2.17.5 Design of Customer Services

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

2.17.6 Network Contingency Coordination

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

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic

A. Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (e.g., originating toll free, terminating traffic and VoIP-PSTN traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.17 Obligations of the Customer, (Cont'd.)****2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)****A. Switched Access Services, (Cont'd.)**

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), the Company may derive an aggregated factor.

B. IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating IntraLATA Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

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

2.17 Obligations of the Customer, (Cont'd.)

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)

C. Identification of VoIP-PSTN Traffic

This section governs the identification of Toll VoIP-PSTN Traffic that is required by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. No. 11-161 (November 18, 2011) (F.C.C. Order) and Second Order on Reconsideration FCC 12-47 (April 25, 2012) ("Second Order") to be compensated at interstate access rates, unless the parties have agreed otherwise. Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order and Second Order. In the event that the FCC amends or clarifies the above-referenced order, the Company will file a revision and true-up resulting billing to the extent applicable.

1. Calculation and Application of Percent-VoIP-PSTN-Usage Factors

The Company will determine the number of relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 3.1.4, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined - either based on call detail information, access lines or PIU) exchanged between the Company and the Customer, until August 2, 2012 and after July 1, 2014. From August 2, 2012 through June 30, 2014, the PVU will be applied only to terminating intrastate access MOU, except as otherwise noted in 2.17.7.C.1.c below. The PVU will be derived and applied as follows:

- a. Except as otherwise noted in 2.17.7.C.1.c below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format until August 2, 2012 and after June 30, 2014. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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

2.17 Obligations of the Customer, (Cont'd.)

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)

C. Identification of VoIP-PSTN Traffic, (Cont'd.)

1. Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

b. Except as otherwise noted in 2.17.7.C.1.c below, Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates in IP format. From August 2, 2012 through June 30, 2014, the PVU-B will represent only terminating access MOU. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

c. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. From August 2, 2012 through June 30, 2014, the PVU will represent only terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

Note: PVU factors will not be provided or collected by the Company for the traffic period from July 1, 2013 through June 30, 2014. This represents the period during which the Company's terminating intrastate rate is equal to its terminating interstate rate and PVU is not applied to originating traffic. Traffic on or after July 1, 2014 will be subject to the most recently available PVU factor on file with the Company for application of charges to originating access traffic. PVU updates must be received at least 30 days prior to July 1, 2014 if a new factor will apply.

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2.17 Obligations of the Customer, (Cont'd.)

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)

C. Identification of VoIP-PSTN Traffic, (Cont'd.)

1. Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

d. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer, as described above, to determine the number of relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 5% and the PVU-A is 10%. The effective PVU factor is equal to $14.5\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$. The Company will bill 14.5% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2: The PVU-B is 0% and the PVU-A is 10%. The effective PVU factor is $10\% \text{ PVU-A} + (\text{PVU-B} \times (1 - \text{PVU-A})) = \text{PVU}\%$. The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

e. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B. For example, if the PVU-B factor is 0%, the Company will utilize a PVU equal to zero.

f. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.

g. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

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

2.17 Obligations of the Customer, (Cont'd.)

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)

C. Identification of VoIP-PSTN Traffic, (Cont'd.)

2. Initial Implementation of PVU Factors

The PVU factors were implemented in the Company's billing system on May 15, 2012. Usage billed after May 15, 2012 will be processed pursuant to paragraph 2.17.7.C.1.e above and 2.17.7.D below.

3. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Company may also update the PVU-B factor quarterly. The revised PVU factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors.

D. Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past three (3) months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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

2.17 Obligations of the Customer, (Cont'd.)

2.17.7 Jurisdictional Reporting and Identification of Toll VoIP-PSTN Traffic, (Cont'd.)

E. Jurisdictional Reports and VoIP-PSTN Factors Verification

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factors. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail, description of the method for determining how end users originate and terminate calls in IP format, and other information from which the appropriate factors can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the factors. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factors are incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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ACCESS SERVICES PRICE LIST

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises in the LATA where it is provided. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected Wholesale provider.

The application of rates for Switched Access Service is described in Section 3.3 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, 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 (ASOG), unless otherwise specified herein.

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SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General, (Cont'd.)****3.1.2 Access Service Intervals**

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

Standard Interval
Negotiated Interval

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

A. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed. 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 Service provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

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

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

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

Any increase in the number of Access Service lines, Trunks, Access 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.

A. Service Commencement Date Changes

ASR service date 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 thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (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 Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) 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 thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first 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 in Section 3.

ACCESS SERVICES PRICE LIST

SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications, (Cont'd.)****B. Design Change Charge**

The Customer may request a Design Change to the service order. 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 changes(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 purposes 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 in Section 3 are in addition to a Service Date Change Charges that may apply.

C. Expedited Order Charge

When placing an Access Order for services(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 Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) 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 Expedited 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 Expedited Order Charge will apply.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order 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 Expedited Order Charge.

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

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

An Expedited Order 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 Section 3 rates.

ACCESS SERVICES PRICE LIST

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General, (Cont'd.)

3.1.4 Application of Access Charges to Toll VoIP-PSTN Traffic

- A. Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable Interstate Switched Access Tariff rates. Current and pending interstate access rates for the Company located at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=312>.
- B. The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic, 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.2 Local Switching

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

Where local end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. The rate components may include:

Transport - Termination
Transport - Facility
Interconnection Charge

The Company will work cooperatively with the Customer in determining 1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and 2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.4 Inward Operator Services

A. General

Where available, Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

B. Service Description

1. Busy Line Verification (BLV)

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (e.g. conversation in progress, available to receive a call or out of service) and report to the Customer's operator.

2. Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

C. Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.4 Inward Operator Services, (Cont'd.)

D. Undertaking of Company

In addition to the obligations of the Company, where available, set forth above, the following obligations apply only to the provision of Inward Operator Services:

- The Company will provide BLV and BLVI for telephone numbers in its operating territory.
- The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
- The Company will designate which operator service switch serves which NXXs and make such information available to the Customer.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.5 Operator Pass-through Service

A. General

Operator Pass-through Service enables a Customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for a Customer who does not provide operator service, Operator Pass-through Service enables end user calls to be passed through to either a Customer designated Operator Service Provider or a Company provided recording. Operator Pass-through Service is only available in end offices equipped with Feature Group D.

B. Service Description

Operator Pass-through Service provides end users with access to the operators of the Customer for operator assisted call completion, when the Customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that Customer offers operator services in the end user's originating LATA and is capable of receiving calls passed to it by the Company in that LATA.

If the Customer does not provide operator services for end users, at the option of the Customer, the Company will provide end users with access to a Customer designated Operator Services Provider or to a Company provided announcement which will direct the end user to contact their Presubscribed Interexchange Carrier for dialing instructions. For Customers who opt to designate an Operator Services Provider, only one Operator Services Provider may be designated within a specified LATA.

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ACCESS SERVICES PRICE LIST

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.6 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable.

3.2.7 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

3.2.8 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort can be used when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Switched Access Service Rates and Charges

3.3.1 Service Implementation

Installation Charge (Per Trunk)

Entrance Facility

Installation Charge (per channel)

2-wire
each additional 2-wire
4-wire
each additional 4-wire
first DS1
each additional DS1
first DS3
each additional DS3

Maximum
Nonrecurring Charge
See FCC Tariff No. 1
See FCC Tariff No. 1

3.3.2 Change Charges (per order)

Charge per Occurrence
Service Date Change Charge
Design Change Charge
Expedited Order Charge
Service Order Charge
Access Carrier Name Abbreviation (ACNA) Change (per trunk)
Billing Account Number (BAN) Change
Customer Circuit Identification (CKR) Change

Maximum
Nonrecurring Charge
See FCC Tariff No. 1
See FCC Tariff No. 1

3.3.3 Cancellation Charges (per order) Maximum Cancellation charge

\$200.00

3.3.4 Direct Connect Charges: Entrance Facility

2-wire
4-wire
per DS1
per DS3

Maximum Monthly
Recurring Charge
See FCC Tariff No. 1
See FCC Tariff No. 1
See FCC Tariff No. 1
See FCC Tariff No. 1

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

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ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Switched Access Service Rates and Charges, (Cont'd.)

3.3.5 Switched Access Rate Elements

<u>Rate Element</u>	<u>Maximum Access Rate Per Minute of Use</u>
Carrier Common Line (Originating)	\$0.020000
Carrier Common Line (Terminating)	See FCC Tariff No. 1
Local Switching (Originating)	\$0.036320
Local Switching (Terminating)	See FCC Tariff No. 1

3.3.6 Switching and Transport Elements

<u>Transport</u>	<u>Maximum Access Rate Per Minute of Use</u>	
	<u>Originating</u>	<u>Terminating</u>
- Termination (each), per minute	\$0.000960	See FCC Tariff No. 1
- Facility, per minute per mile	\$0.000250	See FCC Tariff No. 1
Interconnection Charge	\$0.012420	See FCC Tariff No. 1
Tandem Switching, per minute	\$0.006600	See FCC Tariff No. 1

3.3.7 Other Switched Access Charges

<u>Rate Element</u>	<u>Maximum Access Rate</u>
A. 8XX Data Base	
8XX CIC or POTS Query - per Query	\$0.008800
B. LRN Query of Last Resort - per Query	\$0.12
C. BNA (Billing Name & Address) per 10-digit ANI requested	\$0.4000
D. Media Options Charges/CDR Provisioning	
Electronic Data Transfer (per record transferred)	\$0.006
CD or Email, per record	\$0.010
Invoice Provisioning, per invoice	\$30.00
E. Automatic Number Identification (ANI)	
Per ANI delivered	\$0.000160

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ACCESS SERVICES PRICE LIST

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Switched Access Service Rates and Charges, (Cont'd.)

3.3.8 Direct-Trunked Transport

Refer to the Company's Private Line Tariff for full descriptions and rates associated with Dedicated Capacity Services.

3.4 Carrier Identification Code Opening Charge

3.4.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

3.4.2 Maximum Rates and charges

CIC/ASR Charge per switch \$100.00

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ACCESS SERVICES PRICE LIST

SECTION 4 - CUSTOMER SPECIFIC CONTRACTS

4.1 General

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

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

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places and order within 90 days of the contract effective date.

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES

Sections 5.1 through 5.4 are grandfathered to existing Xspedius Communications, LLC's Customers of record at existing locations without modifications as of July 2, 2007.

5.1 Ordering Options for Access Service**5.1.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for 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:** Services offered under this tariff will be ordered using an ASR or through a Constructive Order, as defined herein.

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:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address)
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiations 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 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.1 General, (Cont'd.)****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 will apply when an engineering review is required.

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 so 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.

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order**

An ASR is required by the Company to provide a Customer Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional 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 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

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 Access Service will be 10 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.

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.1 Ordering Options for Access Service, (Cont'd.)

5.1.2 Access Order, (Cont'd.)

A. Access Service Date Intervals

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.

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.1 Ordering Options for Access Service, (Cont'd.)

5.1.2 Access Order, (Cont'd.)

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. Any increase in the number of Access Service 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.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order, (Cont'd.)****B. Access Service Request Modifications, (Cont'd.)****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 Charge will apply if the Customer requests a Service Date Change that is more than 5 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 in Section 5.3.4.D

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order, (Cont'd.)****B. Access Service Request Modifications, (Cont'd.)****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 in Section 5.3.4.D., are in addition to any Service Date Change Charges that may apply.

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.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order, (Cont'd.)****B. Access Service Request Modifications, (Cont'd.)****3. Expedited Order Charge, (Cont'd.)**

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 Section 5.3.4.D.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order, (Cont'd.)****C. Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of 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 10 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 Section 5.3.4.D.

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

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages, civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation charges.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.1 Ordering Options for Access Service, (Cont'd.)****5.1.2 Access Order, (Cont'd.)****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 Nonrecurring 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 Access Service Interface (i.e., DS1 or DS3);
 - e. A change in Access Service Traffic Type.

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:

The charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Access Service

5.2.1 General

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. Access Services 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.

Rates and charges are set forth in Section 5.3.

5.2.2 Provision and Description of Access Service Arrangements

Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to Customers, is provisioned at the DSI level and provides trunk side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code 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 User's 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.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.2 Provision and Description of Access Service Arrangements, (Cont'd.)****A. Feature Group D (FGD) Access, (Cont'd.)**

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 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 Number Plan (NANP), except for 00- dialed calls which are routed by 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-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is 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.

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.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)****B. Manner of Provision**

Trunks used for 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 Access Trunk groups.

C. Rate Categories

The following rate categories apply to Access Service:

Direct Connect
Tandem Connect
800 Data Base Access Service
Optional Features

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with this tariff (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

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. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)****C. Rate Categories, (Cont'd.)****1. Direct Connect, (Cont'd.)**

The Customer must order Direct Connect under one of two rate options:

Option 1: This Direct Connect rate category is comprised of a monthly facilities charge and a per minute of use charge.

Option 2: This Direct Connect rate category is comprised of three rate elements:

- a. Termination Charge; b) Network Charge; and c) Local Switching Center Charge. In addition, where applicable, a monthly facilities charge will apply.

Termination Charge: Provides for the electronics in the building and any inside wiring and/or multiplexing.

Network Charge: Provides for the use of the Company's Network.

Local Switching Center Charge: Provides for the use of Company switching equipment to complete this transmission of Access Service communications to and from the End Users served by the Company's Local Switching Center.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)****C. Rate Categories, (Cont'd.)****2. Tandem Connect**

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

The Customer must order Tandem Connect under one of two rate options:

Option 1: This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based charge.

Option 2: This Tandem Connect rate category is comprised of three rate elements: a) Termination Charge; b) Network Charge; and c) Local Switching Center Charge.

3. 800 Data Base Access Service

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

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

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ACCESS SERVICES PRICE LIST

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Access Service, (Cont'd.)

5.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)

D. Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.2 Provision and Description of Access Service Arrangements:, (Cont'd.)****E. 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.

F. 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.

G. Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 5.1.2. Also included in that section are other charges which may be associated with ordering Access Service.

H. 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.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.3 Obligations of 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 provision of 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 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 this tariff.

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 weekends or holidays, the Company must be notified no later than 5:00 p.m. local time 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 under this tariff.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.4 Obligations of the Customer**

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

A. Report Requirements

When a Customer orders Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in this tariff. 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 Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.2 Access Service, (Cont'd.)****5.2.5 Optional Features**

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Access Service.

A. Nonchargeable Optional Feature

1. **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 an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

B. Chargeable Optional Features

1. **800 Data Base Access Service:** The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.
2. **Signaling Transfer Point Access:** The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge will apply.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Access Service, (Cont'd.)

5.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features

1. Common Switching Optional Features

- a. Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.
- b. Automatic Number Identification (ANI): This option provides the automatic inband transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

The ten-digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Number Plan Area (NPA) plus the seven digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Access Service, (Cont'd.)

5.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features

1. Common Switching Optional Features, (Cont'd.)

- c. Cut-Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other digits for these calls.
- d. Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- e. Feature Group D with 950 Access: This option provides the routing of originating calls, dialed using a 950-10XX or 9501XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. the Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- f. Signaling System Seven (SS7): This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Access Service, (Cont'd.)

5.2.5 Optional Features, (Cont'd.)

C. Feature Group D Optional Features

1. Common Switching Optional Features, (Cont'd.)

- g. Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.
- h. Called Director Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Director Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.
- i. Flexible Automatic Number Identification Delivery: This feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide addition values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.3 Access Rates

This section contains the specific regulations governing the rates and charges that apply for Access Services. The rates set forth in this section are both the maximum and initial rates the Company intends to charge for the services.

5.3.1 There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring 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 or per query basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

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

1. Installation of Service

Nonrecurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.3 Access Rates, (Cont'd.)****5.3.2 Application of Rates****A. Direct Connect**

The Direct Connect Option 1 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 monthly facilities charge will not apply when the Customer's Point of Presence is On-Net. The fixed rate and the per mile rate for Off-Net Customers will be calculated on an Individual Case Basis.

The Direct Connect Option 2 rate is assessed based on the total of the Termination Charge, Network Charge and the Local Switching Center Charge in addition to any applicable monthly facility charge. Except for the facility charge, each of these components is based on a per minute rate structure.

The Tandem Overflow rates will apply, based on the option chosen, for all Direct Connect usage which overflows to the Access Tandem.

Rates and charges for the Direct Connect and Tandem Overflow are set forth in Section 5.3.4.D.

B. Tandem Connect

The Tandem Connect Option 1 rate is assessed on a per minute of use basis and is applicable to all tandem routed Access Service minutes of use. The rate will vary based on whether the traffic is originating or terminating. Rates and charges are set forth in Section 5.3.4.D.

C. 8XX Number Translation Charge

The 8XX Number Translation Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.3 Access Rates, (Cont'd.)****5.3.3 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.

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.

5.3.4 Rates and Charges

A. See Current Rates

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

See Current Rates for applicable originating rates.

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ACCESS SERVICES

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.4 Miscellaneous Services

5.4.1 Wireless Termination Service

Wireless Termination Service applies to intraMTA traffic originated by a Wireless Service provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the Wireless Service provider's and the Company's networks and where the Wireless Service provider is physically connected with and delivers traffic to a third party LEC(s) which in turn delivers the traffic to the Company.

- A. This service is provided to Wireless Service providers licensed by the Federal Communications Commission (FCC).
- B. Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. § 24.102 of the FCC Rules and Regulations.
- C. Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a Wireless Service provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- D. These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.
- E. This tariff applies except as otherwise provided in 1) an interconnection agreement between the Wireless Service provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the Wireless Service provider and the Company approved by the Commission.
- F. The Company shall issue a bill to the Wireless Service provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office and/or tandem switch.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)**5.4 Miscellaneous Services, (Cont'd.)****5.4.1 Wireless Termination Service, (Cont'd.)**

- G. The Wireless Service provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The Wireless Service provider shall pay a late charge on any undisputed charges as set forth in the Payment Arrangements section of this tariff.
- H. If the Wireless Service provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U.S. Mail to the Wireless Service provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying Wireless Service provider at any time thereafter, or may discontinue the provision of the services to the non-complying Wireless Service provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.
- I. Rates and Charges
- | | |
|--|-------------|
| Local terminating traffic, per minute of use | \$0.0013643 |
|--|-------------|

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SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY

6.1 General

Telecommunications Services Priority (TSP) is a priority restoration and provisioning service offered to Customers whose telecommunications needs meet national Security Emergency preparedness (NS/EP) specifications as determined by the TSP program Office. TSP services fall into two categories. Emergency and Essential Emergency Services are newly ordered services so critical as to require provisioning at the earliest possible time, without regard to the service users' cost. Essential Services are all other NS/EP services assigned restoration and/or provisioning priorities with the TSP system.

6.2 Ordering

In order to qualify for TSP services, the Customer must obtain a certificate from the TSP Program Office specifying the circuits and their level of restoration and provisioning priority. Customers can request assignment to the TSP System through the following agencies:

Customer	Contact
Federal Agencies	TSP program Office
State/Local Governments	Federal Emergency Management Agency
Foreign Governments	Departments of State or Defense
Private Industry	Through Federal Agency which has a contractual relationship involving NS/EP functions

TSP service is applicable to services which include local exchange service, private line service, switched access service and dedicated access service. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request

The Customer provides the TSP authorization code, in addition to all the other details necessary to complete the order to the company to obtain TSP System Service.

6.3 Provisioning Priority

If the Customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NS/EP, the Customer may elect to invoke NS/EP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office.

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SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)**6.4 Restoration Priority**

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NS/EP telecommunications services. The Company will restore these services before services without restoration assignments in the order of priority assignments.

When the Company recognizes a TSP service as being out of service, unusable, or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

6.5 Obligations of the Customer

6.5.1 In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Company.

6.5.2 Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP system service.

6.5.3 All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.

6.5.4 In obtaining TSP system service, the Customer consents to the release of certain information by the company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.

6.5.5 The Company will attempt to notify the customer of expected charges. The customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service.

6.5.6 During certain emergencies the Customer may request TSP assignments verbally and the company will accept such verbal notifications. The Customer must submit a written order to the company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.

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SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

6.5 Obligations of the Customer, (Cont'd.)

- 6.5.7 The Customer must request and justify revalidation of all priority level assignments at least every three years.
- 6.5.8 Additionally, the NCS manual 3-1-1, "Telecommunications service Priority (TSP) System for National Security Preparedness (NS/EP Service User manual)" prescribes specific conditions which warrant NS/EP treatment and related procedures.

6.6 Obligations of the Company

- 6.6.1 The Company will allocate resources to ensure the best efforts to provide NS/EP services by the time required.
- 6.6.2 The Company will work TSP system services in the order of the priority level assignments. The priority sequence is as follows:
 - Restore NS/EP services assigned restoration priority 1
 - Provision Emergency NS/EP services
 - Restore NS/EP services assigned restoration priority 2, 3, 4 or 5
 - Provision NS/EP service assignment provisioning priority 1, 2, 3, 4 or 5.
- 6.6.3 The Company will work cooperatively with other providers of NS/EP services to ensure end to end service even if only a portion of the service is provided by the Company.
- 6.6.4 TSP service will be provided in accordance with the guidelines set forth in NCS manual 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service Vendor Handbook."

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SECTION 6 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)**6.7 Pricing**

Four rate elements apply to TSP pricing:

- 6.7.1 Priority Installation Nonrecurring Charge applies in addition to other normal charges for the expedited installation of a TSP circuit.

Per circuit \$100.00 (See standard expedite charge)

- 6.7.2 Priority Restoration Nonrecurring Level Implementation Charge B applies when a circuit is first given a TSP restoration level.

Per Circuit \$250.00

- 6.7.3 Priority Restoration Monthly maintenance Charge B applies to TSP circuits.

Per Circuit, per month \$5.00

- 6.7.4 Priority Restoration Nonrecurring Level Change Charge B applies when a restoration level is modified on a TSP circuit.

Per change per Circuit \$250.00

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CURRENT RATES

Switched Access Service Rates and Charges (See Sections 3.3 and 5.3)

A. Service Implementation (See Sections 3.3.1 and 5.3)

Installation Charge (Per Trunk)

<u>Installation Charge (per channel)</u>	<u>Entrance Facility</u>	<u>Nonrecurring Charge</u>
2-wire		\$337.33
each additional 2-wire		\$132.14
4-wire		\$360.75
each additional 4-wire		\$150.69
first DS1		\$767.15
each additional DS1		\$414.44
first DS3		\$902.03
each additional DS3		\$374.69

B. Change Charges (per order) (See Section 3.3.2)

<u>Charge per Occurrence</u>	<u>Nonrecurring Charge</u>
Service Date Change Charge	\$10.00
Design Change Charge	\$25.00
Expedited Order Charge	\$100.00
Service Order Charge	\$50.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$170.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00

C. Cancellation Charges (per order) (See Section 3.3.3)

Cancellation charge	\$100.00
---------------------	----------

D. Direct Connect Charges: (See Section 3.3.4)

<u>Entrance Facility</u>	<u>Monthly Recurring Charge</u>
2-wire	\$30.00
4-wire	\$45.00
per DS1	\$150.00
per DS3	\$2,130.00

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

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1025 Eldorado Boulevard
Broomfield, CO 80021

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ACCESS SERVICES PRICE LIST

CURRENT RATES, (CONT'D.)

Switched Access Service Rates and Charges, (Cont'd.)

E. Switched Access Rate Elements (See Sections 3.3.5 and 5.3)		<u>Access Rate Per Minute of Use</u>	
<u>Rate Element</u>			
	Carrier Common Line (Originating)	\$0.01000000	
	Carrier Common Line (Terminating)	\$0.00000000	
	Local Switching* (Originating)	\$0.02202000	
	Local Switching* (Terminating)	\$0.00111300	
F. Tandem Switching and Transport Elements (See Section 3.3.6)		<u>Access Rate Per Minute of Use</u>	
<u>Transport</u>		<u>Originating</u>	<u>Terminating</u>
	- Termination (each), per minute	\$0.00048000	\$0.00027000
	- Facility, per minute per mile	\$0.00012500	\$0.00000000
	Interconnection Charge	\$0.00621000	\$0.00000000
	Tandem Switching, per minute (with CMUX)	\$0.00330000	\$0.00228800
G. Other Switched Access Charges (See Section 3.3.7)		<u>Access Rate</u>	
<u>Rate Element</u>			
A.	8XX Data Base		
	8XX CIC or POTS Query - per Query	\$0.004400	
B.	LRN Query of Last Resort - per Query	\$0.06	
C.	BNA (Billing Name & Address) per 10-digit ANI requested	\$0.2000	
D.	Media Options Charges/CDR Provisioning		
	Electronic Data Transfer (per record transferred)	\$0.003	
	CD or Email, per record	\$0.005	
	Invoice Provisioning, per invoice	\$15.00	
E.	Automatic Number Identification (ANI)		
	Per ANI delivered	\$0.000080	

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC Tariff No. 1, as amended from time to time.

*Includes Common Trunk Port

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ACCESS SERVICES PRICE LIST

CURRENT RATES, (CONT'D.)

Carrier Identification Code Opening Charge (See Section 3.4)

A. General (See Section 3.4.1)

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

B. Rates and charges (See Section 3.4.2)

CIC/ASR Charge per switch \$50.00

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