INTRASTATE ACCESS SERVICES TARIFF

MCC TELEPHONY OF THE WEST, LLC
100 Crystal Run Road
Middletown, New York 10941
845-695-2600

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of intrastate telecommunications access services by MCC Telephony of the West, LLC, (hereinafter "Company") with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This tariff applies to services furnished in the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

Original tariff effective January 8, 2011

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CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS USED IN THIS TARIFF

The following symbols and abbreviations shall be used in this Tariff for the purposes listed below:

(C) - To signify changed regulation

(D) - To signify discontinued rate or regulation

(I) - To signify a rate increase

(M) - To signify matter relocated within the Tariff without change (unless accompanied by another symbol)

(N) - To signify a new rate or regulation

(R) - To signify a rate reduction

(T) - To signify a change in text, but no change in rate or regulation

ABBREVIATIONS

BHMC	- Busy Hour Minutes of Capacity
CALC	- Common Access Line Charge
EUCL	- End User Common Line
FGB	- Feature Group B
FGD	- Feature Group D
ISDN	- Integrated Services Digital Network
kbps	- Kilobits per second; 1000 bits per second
LEC	- Local Exchange Company
Mbps	- Megabits per second; One million bits per second
MOU	- Minutes of Use
PICC	- Presubscribed Interexchange Carrier Charge
PIU	- Percent of Interstate Use
PLS	- Private Line Service (Special Access Service)
SLC	- Subscriber Line Charge
TFD	- Toll Forwarded Digits

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APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s), provided by MCC Telephony of the West, LLC, hereinafter referred to as the Company, to customers. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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1. GENERAL REGULATIONS

1.1 Explanation of Terms

Access Services

The term "Access Services" denotes intrastate switched or special access services provided by the Company to telecommunications carriers or other providers that access the Company's End-Users via the Company's local exchange network for the transmission of voice, data or video/image information

Advance Payment

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

Authorized User

The term "Authorized User" denotes a person or entity which is designated or permitted by the Customer to receive services provided by the Company under this Tariff or otherwise make use of the services provided under this Tariff, whether directly or indirectly, including the taking of services provided by a carrier-Customer where the carrier-Customer incorporates into its own offerings the services provided under this Tariff.

Bit

The term "Bit" denotes the smallest unit of information in a binary system of notation.

Bits Per Second (bps)

The term "Bits Per Second" denotes the number of bits transmitted in one second interval.

Commission

The term "Commission" denotes the Arizona Corporation Commission.

Company

The term "Company " denotes MCC Telephony of the West, LLC.

1. GENERAL REGULATIONS (Cont'd)

1.1 Explanation of Terms (Cont'd)

Constructive Order

The term "Constructive Order" denotes affirmative actions which constitute an order by a carrier for the Company's services with or without the existence of a written Service Order. These include, but are not limited to the carrier-Customer's delivery of traffic to the Company for termination to the Company's End Users or acceptance by the carrier-Customer of traffic from the Company's End Users or any other acceptance of the Company's services. Selection of the carrier-Customer by Company's End User as that User's PIC also constitutes a Constructive Order by the carrier-Customer for the Company's switched access services.

Customer

The term "Customer" denotes (1) the person, firm, or other entity that, expressly pursuant to a Service Order or constructively as described below, orders Service(s) or is liable for charges under this Tariff; or (2) the person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service. If a carrier-Customer receives terminating access service from Company on behalf of another carrier ("transit traffic"), the carrier-Customer remains liable for charges for Company's access services except insofar as Company is provided adequate billing information to invoice carrier-Customer's customer and receives full payment.

Direct-Trunked Transport

The term "Direct-Trunked Transport denotes the transport between the serving wire center of the customer's premises and a Company end office.

DSO Service

The term "DSO Service " denotes a service that provides for the transmission of digital signals at speeds of 56 or 64 kbps.

DS 1 Service

The term "DS1 Service" denotes a service that provides for the transmission of digital signals at a speed of 1.544 Mbps.

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1. GENERAL REGULATIONS (Cont'd)

1.1 Explanation of Terms (Cont'd)

DS3 Service

The term "DS3 Service" denotes a service that provides for the transmission of digital signals at a speed of 44.736 Mbps.

End Office

With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia.

End User

The term "End User" denotes any subscriber to a Telephone Exchange Service or Intrastate communications service (including but not limited to the local exchange services of the Company) that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmission offered by such reseller originate on the premises of such reseller. Notwithstanding the foregoing, a person or entity does not qualify as an End User by virtue of purchasing services under the Tariff or other switched access services.

Feature Group B Switched Access Service ("FGB")

FGB provides trunk side access to Company End Office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

Feature Group D Switched Access Service ("FGD")

FGD provides trunk side access to Company End Office switches with an associated uniform 101-XXXX access code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

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1. GENERAL REGULATIONS (Cont'd)

1.1 Explanation of Terms (Cont'd)

Hertz

The term "Hertz" denotes a unit of frequency equal to one cycle per second.

High Capacity Channels

The term "High Capacity Channels" denotes channels furnished for full-duplex transmission of digital signals at operating speeds of 56-64 kbps (DSO), 1.544 Mbps (DS1) or 44.736 Mbps (DS3). High Capacity Channels operating at speeds other than those listed may be provided at the Company's option on a contract basis.

Interexchange Company

The term "Interexchange Company" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communications by wire or radio between two (2) or more exchanges.

Legal Holidays

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

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA), Inc. Tariff FCC No. 4, or by any other appropriate means.

Local Channel

The term "Local Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

Network Services

The term "Network Services" denotes the Company's telecommunications access services offered on the network.

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1. GENERAL REGULATIONS (Cont'd)

1.1 Explanation of Terms (Cont'd)

Premises

The term "Premises" denotes the physical space designated by the Customer for the termination of the Company' s service.

Recurring Charge

The term "Recurring Charge" denotes a monthly flat-rated or usage sensitive charge that applies for a specific rate element.

Service Commencement Date (SCD)

The date upon which the Company notifies the Customer that the requested service or facility is available for use. The Company and the Customer may mutually agree on a substitute SCD. If the Company does not have an executed service order from the Customer, the SCD will be the first date on which the service or facility was used by the Customer.

Service Order

A request for access services executed by the Customer and the Company in a format devised by the Company. The Company does not require a written service order for the initiation of switched access services to carrier-Customers. Carrier-Customers may commit to a request for services via an express written service order or by a constructive service order as described elsewhere in this Tariff.

Serving Wire Center

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

Tandem Transport

The term "Tandem Transport" denotes the transport between an access tandem and end offices that subtend the access tandem. Tandem Transport consists of circuits used in common by multiple customers from the tandem to an end office.

Term Agreement

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

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1. GENERAL REGULATIONS (Cont'd)

1.1 Explanation of Terms (Cont'd)

Terminal Equipment

The term "Terminal Equipment" denotes telecommunication devices, apparatus and associated wiring on the Customer-designated premises.

Transit Traffic

The term "Transit Traffic" denotes local Traffic or ISP-bound Traffic originating on the network of a facility-based carrier other than Company or Carrier Customer that is transported by Carrier Customer and delivered to Company for termination

Type 1 Arrangement

The term "Type 1 Arrangement" denotes an arrangement whereby the Customer and end user locations are served directly by the Company's network facilities.

Type 2 Arrangement

The term "Type 2 Arrangement" denotes an arrangement whereby one or more customer or end user locations are not served directly by the Company's network facilities. The facilities for a Type 2 Arrangement are provisioned, in whole or in part, by a third party.

User

The term "User" denotes any person or entity making use of the services provided by Company under this Tariff, including but not limited to Customer and its agents, other carriers, Authorized Users and End Users. The Customer is responsible for all charges arising from use of the services provided to it by Company under this Tariff by any user, whether or not that user is authorized for such use.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of exchange services, are located.

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1. GENERAL REGULATIONS (Cont'd)

1.2 Undertaking of the Company

The Company' s service is furnished to a customer 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 for the Customer in accordance with the terms and conditions set forth in this Tariff.

1.3 Limitations

Service is offered subject to the availability of the necessary systems, 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 and equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

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.

The Company does not undertake to transmit messages, but offers the use of its service where 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.

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 effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

1.4 Assignment or Transfer

All service provided under this Tariff is 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 only shall apply where there is no interruption of the use or location of service. All terms and conditions shall apply to all such permitted transferees or assignees, as well as all conditions of service.

1. GENERAL REGULATIONS (Cont'd)

1.5 Use of Service

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

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

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

A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the express prior written consent of the Company. The Company will only permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated access services. All terms and conditions shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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

1.6 Ownership of Facilities

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

1.7 Discontinuance and Restoration of Service

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

1.7.1 Cancellation by the Customer

Customers desiring to terminate service shall provide to the Company thirty (30) days written notice of their desire to terminate service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer. Termination liabilities may apply to early cancellation of a Term Agreement.

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1. GENERAL REGULATIONS (Cont'd)

1.7 Discontinuance and Restoration of Service (Cont'd)

1.7.2 Cancellation by the Company

A. 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 sixty (60) days overdue.

B. 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. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff

The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such service.

1.7.3 Restoration of Service

If service is discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, 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. Nonrecurring charges applicable to a new installation of service will apply to restore service.

1. GENERAL REGULATIONS (Cont'd)

1.7 Discontinuance and Restoration of Service (Cont'd)

1.7.4 Cancellation of Application for Service

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charge. Installation is considered to have been started when the Company incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

1.8 Billing and Payment

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears. The Customer shall receive its bill in a paper format unless an alternate method of delivery is jointly agreed upon by Company and Customer. Such bills are due upon receipt. Except for Presubscribed Interexchange Carrier Charges (PICC), adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period are prorated to the number of days based on a thirty (30) day month. The PICC is assessed for the full 30 day period when it is assessed to the presubscribed carrier. When the PICC is assessed to the end user or reseller, the PICC is prorated as set forth above. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the Customer's bill.

All bills for service provided to the Customer by the Company are due (payment date) within 21 calendar days of the bill being sent and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

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

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1. GENERAL REGULATIONS (Cont'd)

1.8 Billing and Payment (Cont'd)

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

If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.

1.8.1 Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

- The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.
- This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.
- When the Switched Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in 1.8.2 following, only the portion of the Advance Payment for services actually installed will be credited.

1.8.2 Minimum Periods

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

The minimum period for Switched Access Service is three (3) months.

1. GENERAL REGULATIONS (Cont'd)

1.8 Billing and Payment (Cont'd)

1.8.3 Taxes

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

1.8.4 Late Payment Charges

1.8.4.A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.

1.8.4.B. . To the extent a Customer pays the billed balance on time, but the amount of the billed balance is reasonably disputed by Customer, and, it is later determined that a refund is due Customer, interest shall be payable on the refunded amount in the amount of 1.5% per month. To the extent Customer pays the billed balance on time, but the amount of the billed balance is reasonably disputed by Customer, and, it is later determined that no refund is due Customer, no interest shall be payable on the disputed amount.

1.8.5 Claims and Disputes

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for that service. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely;

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1. GENERAL REGULATIONS (Cont'd)

1.8 Billing and Payment (Cont'd)

1.8.5 Claims and Disputes (cont.)

such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act. This dispute process does not preclude the Customer from filing a complaint with the Commission.

1.8.6 Payment of Deposits

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

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

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

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a simple interest rate of 3.0% per annum. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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1. GENERAL REGULATIONS (Cont'd)

1.9 Liabilities and Obligations

1.9.1 Liability of the Company

1.9.1.A The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

1.9.1.B In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

1.9.1.C When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

1.9.1.D The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, flood, earthquake, hurricane or other catastrophe, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government having jurisdiction or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third party(ies), or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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1. GENERAL REGULATIONS (Cont'd)

1.9 Liabilities and Obligations (Cont'd)

1.9.1 Liability of the Company (Cont'd)

1.9.1.E The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or customers, or by facilities or equipment provided by the Customer.

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

1.9.1.G Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involved:

- Breach in the privacy or security of communications transmitted over the Company's facilities;
- Defacement of or damage to the Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof;
- Any noncompleted calls due to network busy conditions.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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1. GENERAL REGULATIONS (Cont'd)

1.9 Liabilities and Obligations (Cont'd)

1.9.2 Liability of the Customer

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

Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service or facilities or equipment provided by the Company.

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

1.9.3 Obligations of the Customer

The Customer shall be solely responsible, at its own expense, for customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services that may be required because of changes in Company services, operations or procedure, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in customer-provided equipment and services.

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1. GENERAL REGULATIONS (Cont'd)

1.9 Liabilities and Obligations (Cont'd)

1.9.3 Obligations of the Customer (Cont'd)

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or the Customer-provided equipment and wiring, or injury to the Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer

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

1.9.4 Service Orders

The signing of a service order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth in this Tariff. Should a Customer use the Company's service without a service order, the Company may require that the Customer execute a written service order within a reasonable time from the inception of service. Customers using the Company's service without an executed service order agree to comply with the general regulations and other provisions contained in this Tariff.

A carrier-Customer may affirmatively request the Company's access services either expressly by placing a written request for the Company's service or constructively by (a) sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or (b) allowing Company End-User Customers to choose the carrier-Customer as their PIC and once processed, allowing Company End-User Customers to utilize the carrier-Customer as their primary IXC. A carrier-Customer which has constructively ordered Company's originating and/or terminating switched access services is responsible for payment of charges and compliance with the Company's regulations and applicable law.

1. GENERAL REGULATIONS (Cont'd)

1.9 Liabilities and Obligations (Cont'd)

1.9.5 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the 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.

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 during the time that the Customer was notified prior to the release of that service.

1.10 Connection of Facilities or Equipment

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

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

The Customer shall ensure that the facilities or equipment provided by the Customer are properly connected with the facilities or equipment of the Company. If the Customer maintains or operates the connected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

1. GENERAL REGULATIONS (Cont'd)

1.11 Determination of Jurisdiction

1.11.1 Special Access

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction is determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service is provided according to the applicable rules and regulations of this Tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service is provided according to the applicable rules and regulations of the Company's interstate tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments apply to the period prior to the change in the Company's records. Any applicable Term Agreement is transferred with the jurisdictional change.

1.11.2 Switched Access

A Customer ordering Access Service must provide its projected Percentage Interstate Usage (PIU) (in whole numbers) to the Company. These percentages will be used to allocate usage and charges between interstate and intrastate traffic categories until a revised report is provided. Reported PIU factors are used only where the call detail is insufficient to determine the actual jurisdiction of traffic.

Except as otherwise arranged between a Customer and the Company, Customers must provide an updated PIU calculation quarterly, by the 10th day of January, April, July and October. The new PIU must reflect usage percentages from the preceding calendar quarter's traffic and will be used as the basis for calculating the current quarter's billing. If Customer fails to update its PIU, the Company, at its discretion, may use the previously submitted PIU figure or may apply the default percentage stated in this provision. In the absence of any PIU report from the Customer, the Company may apply a default presumption of 50 percent interstate traffic and 50 percent intrastate traffic.

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1. GENERAL REGULATIONS (Cont'd)

1.11 Determination of Jurisdiction (Cont'd)

1.11.2 Switched Access (Cont'd)

Customer must retain records of call detail from which the PIU has been calculated. Upon request by the Company, these records must be made available for inspection as reasonably necessary for verification purposes. The Company may conduct an audit at any time.

In the event of a billing dispute or if a regulatory agency inquires regarding the PIU figure in use, the Customer shall provide sufficient data for the Company to respond fully to the agency questions and shall cooperate fully in resolving any inquiries.

The Company may, in its sole discretion, waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company.

1.12 Special Construction

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

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

1.13 Special Assemblies and Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

1. GENERAL REGULATIONS (Cont'd)

1.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Company Is Involved

1.14.1 Meet Point Billing

In the event that more than one Exchange Telephone Company is involved in provision of access services to Customer, meet point billing shall apply. Recurring and nonrecurring charges for services provided by each carrier shall be invoiced under that carrier's applicable rates and charges.

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

1.15 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

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2. SWITCHED ACCESS

2.1 General

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

2.2 Provision and Description

The Company provides Feature Group B, Feature Group D and 8XX Toll-Free Switched Access Services. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

2.2.1 Feature Group B

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

2.2.2 Feature Group D

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 101-XXXX access (C) code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

2.2.3 8XX Toll-Free Access Service

8XX Toll-Free Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 8XX number.

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2. SWITCHED ACCESS (Cont'd)

2.2 Provision and Description (Cont'd)

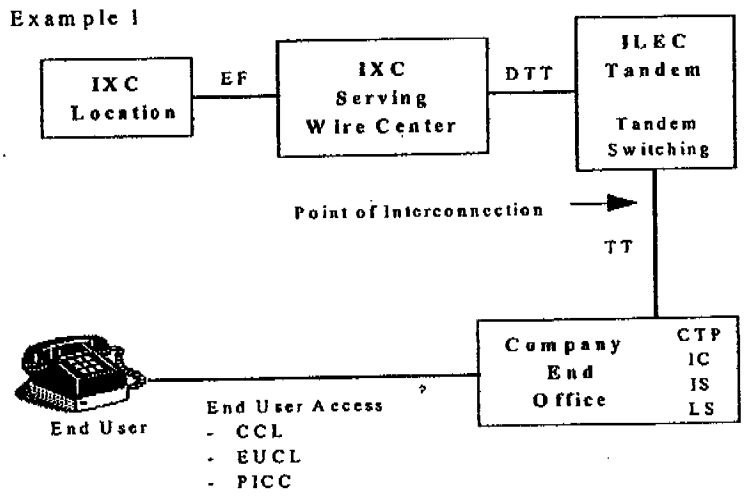
2.2.4 SS7 Out Of Band Signaling Option

SS7 Out of Band Signaling option provides the means for transmitting SS7 out of band signaling information over a communications path which is separate from the message path

2.3 Switched Access Rate Categories

There are three rate categories which apply to Switched Access Service provided by the Company: Carrier Common Line, Switched Transport and End Office Switching.

The following diagrams depict generic views of the components of Switched Access Service and the manner in which the components are combined to provide a complete access service.



Company bills:
End Office Rate Elements
- CTP - Common Trunk Port
- IC – Interconnection Charge
- IS - Information Surcharge
- LS - Local Switching

Tandem Transport (TT)
- Transport Termination
- Transport Facility

End User Access
CCL - Carrier Common Line
EUCL - End User Common Line [1]
PICC - Presubscribed IXC Charge [1]

[1] Assessed on a flat-rated monthly basis.

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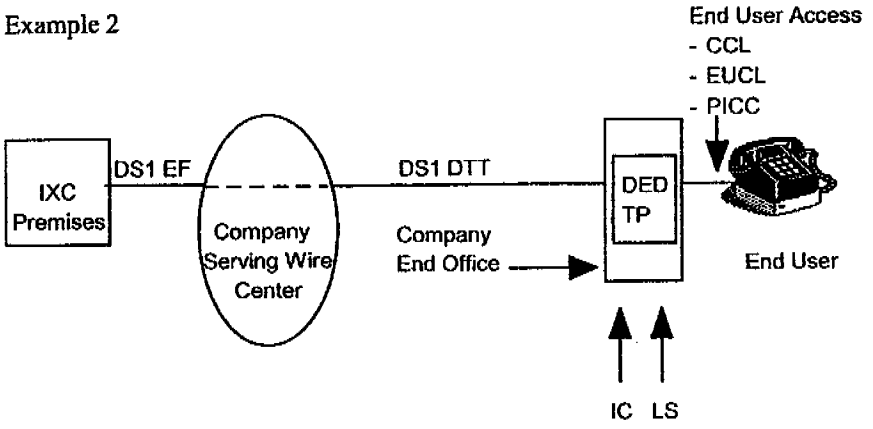
2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)



Company bills:
EF - Entrance Facility [1]
DTT - Direct-Trunked Transport [1]

End Office Rate Elements
DED TP - Dedicated Trunk Port [1]
IC - Interconnection Charge
IS - Information Surcharge
LS - Local Switching

End User Access
CCL - Carrier Common Line
EUCL - End User Common Line [1]
PICC - Presubscribed IXC Charge [1]

Tandem Transport (TT)
Transport Termination
Transport Facility

[1] Assessed on a flat-rated monthly basis.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.1 Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications.

2.3.1.A Limitations

- A telephone number is not provided with Carrier Common Line.
- Detail billing is not provided for Carrier Common Line.
- Directory listings are not included in the rates and charges for Carrier Common Line.
- Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

2.3.1.B Rate Regulations

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 2.6.1, following.

- The Carrier Common Line charge is assessed per access minute to each Switched Access Service customer.
- When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charge is billed only to intrastate access minutes.
- All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.2 Transport

The Transport rate category provides for the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Switched Transport is a two-way voice-frequency transmission path which may be composed of an Entrance Facility (EF), Direct-Trunked Transport (DTT) Facility or Tandem Transport. The types of facilities available for EF and DTT facilities are described in 2.3.2.B, following

2.3.2.A Tandem Transport

The Tandem Transport rate category provides for transmission facilities between the Company's End Office and an alternate tandem provider's network.

Transport Termination

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

Transport Facility

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.2 Transport (Cont'd)

2.3.2.B Dedicated Transport

Entrance Facility (EF) Rate Category

An EF provides the communication path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

Direct Trunked Transport (DTT) Rate Category

DTT provides the transmission path on circuits dedicated to the use of a single customer between the customer's SWC and an end office.

The DTT rate category is composed of a monthly fixed rate and a monthly per-mile rate based on the facility provided (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.2 Transport (Cont'd)

2.3.2.B Dedicated Transport (Cont'd)

Dedicated Transport Facility Types

There are three types of facilities available to the customer for EF and DTT facilities. Each type has its own characteristics and is available with multiplexing options.

a. Voice Grade Facility

A Voice Grade facility is an electrical communications path which provides voice-frequency transmission in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire.

b. DS 1 Facility

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.

c. DS3 Facility

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.

2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.2 Transport (Cont'd)

2.3.2.B Dedicated Transport (Cont'd)

Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing functions for an EF are available at a SWC. For DTT facilities, multiplexing is available at a Company end office. EF and DTT multiplexing arrangements are described following

a. DS 1 to Voice Grade

DS1 to Voice Grade multiplexing is an arrangement that provides a Company multiplexer which converts a DS 1 channel to twenty-four Voice Grade channels utilizing time division multiplexing. For example, the customer has the option of ordering a DS 1 to Voice Grade multiplexer for a DS 1 Entrance Facility at the SWC when Voice Grade DTT is requested to an end office.

b. DS3 to DS 1

DS3 to DS I multiplexing is an arrangement that converts a DS3 channel to twenty-eight DS 1 channels utilizing time division multiplexing. The twenty-eight channels may be further multiplexed utilizing DS 1 to Voice Grade multiplexing equipment.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.3 End Office Switching

The End Office Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office.

End Office Switching is comprised of one or more of the following: a Local Switching rate, a Common (shared) Trunk Port rate, a Dedicated Trunk Port rate, an Interconnection charge and an Information surcharge.

The End Office Switching rates are set forth in 2.6.3, following.

2.3.3.A Local Switching

The Local Switching rate element provides local dial switching for Feature Groups B and D.

2.3.3.B Common Trunk Port

The end office Common Trunk Port rate provides for the termination of tandem transport trunks in shared end office ports. The end office Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office.

2.3.3.C Dedicated Trunk Port

The end office Dedicated Trunk Port rate provides for the termination of a trunk to a dedicated trunk port in an end office . The rate is assessed per month for each FG trunk in service directly routed (via DTT) between the SWC and the end office.

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2. SWITCHED ACCESS (Cont'd)

2.3 Switched Access Rate Categories (Cont'd)

2.3.4 8XX Toll-Free Access Service

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

8XX Toll-Free Access Service is a service offering originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the database to perform the customer identification and delivery functions. The call is forwarded to the appropriate customer based on the dialed 8XX number. In addition, the customer has the option of selecting the 8XX Optional Features Package.

2.3.4.A Customer Identification Charge

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification and delivery of the appropriate customer . The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single 101-XXXX to an area consisting of all LATAs and NPAs served by the Company

2.4 Obligations of the Customer

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

2.4.1 Ordering Requirements

A Switched Access Service Order is used by the Company to provide a customer Switched Access Service. When placing an order for Switched Access Service, the Customer shall provide, at a minimum, information for the EF (if Company provided), the type of routing (direct or tandem), and the number of trunks to each end office. If direct routing is requested, the customer shall specify the type of facility (Voice Grade, DS I or DS3) for the EF and DTT.

2. SWITCHED ACCESS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.1 Ordering Requirements (Cont'd)

2.4.1.A For Feature Group B Switched Access Service, the Customer shall specify the number of trunks and the end office. When ordering FGB trunks to an end office, the Customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem to assist the Company in the effort to project further facility requirements. In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

2.4.1.B For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. Customers may, at their option, order FGD by specifying the number of trunks and the end office. When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic. When ordering by trunk quantities rather than BHMC quantities to an end office, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes.

2.4.1.C For 8XX Toll-Free Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8XX Toll-Free Access Service, the Customer shall so specify on the order for service.

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2. SWITCHED ACCESS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.2 Switched Access Order Modifications

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

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

2.4.2.A Service Date Change Charge

Switched Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

2.4.2.B Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Switched Access Order will be treated as a partial cancellation and the charges as set forth in 2.4.3.B, following, will apply for that portion of the order that is cancelled. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

2. SWITCHED ACCESS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.2 Switched Access Order Modifications (Cont'd)

2.4.2.C Expedited Order Charge

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

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

2.4.2.D Advance Order Interval

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

- A minimum of 24 voice grade equivalent Switched Access Service trunks or 720 BHMCs.
- Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

2. SWITCHED ACCESS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.3 Cancellation of a Switched Access Order

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

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

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

2. SWITCHED ACCESS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.3 Cancellation of a Switched Access Order (Cont'd)

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

- When the Customer cancels a Switched Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

- If the Company misses a service date for a Standard or Negotiated Interval Switched Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Switched Access Order without incurring cancellation charges.

- Cancellation or Partial Cancellation of an Advance Order Interval Switched Access Order: When the Customer cancels a Switched Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded. Any decrease in the number of ordered Switched Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations

2.5.1 Application of Rates

Nonrecurring Charges

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

Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in this section 2.5.1, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

a. Moves Within the Same Building

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

b. Moves to a Different Building

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

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2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.2 Minimum Period

2.5.2.A The minimum period for which Switched Access Service is provided and for which charges are applicable, is three months.

2.5.2.B The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service and a new minimum period will be established.

- A move to a different building.
- A change in type of service.
- A change in Switched Access Service Interface Group.
- Change in Switched Access Service traffic type.
- A change in Out of Band Signaling connection.

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

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

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

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2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.3 Measuring Access Minutes

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at End Office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

Access minutes will be recorded to the nearest one second for any particular call. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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

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

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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

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2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.4 Rates Based Upon Distance

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

2.5.4.A Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 ("NECA No. 4"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Until the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance for these should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in any applicable Company tariffs on file with the FCC or this Commission.

2.5.4.B The airline distance between any two wire centers is determined as follows:

- Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- Square each difference obtained in step (2) above.
- Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.4 Rates Based Upon Distance (Cont'd)

- Obtain the square root of the whole .number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1V_2)^2+(H_1H_2)^2}{10}}$$

2.5.4.C The airline mileage is used to determine the Switched Access Service Common Mileage rates as set forth in Section 2.

2.5.5 Allowance for Interruptions in Service

2.5.5.A General

A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.5 Allowance for Interruptions in Service (Cont'd)

2.5.5.B Limitations on Allowances

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

a. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

b. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

c. Due to circumstances or causes beyond the control of the Company;

d. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

e. During any period in which the Customer continues to use the service on an impaired basis;

f. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;

g. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

h. That was not reported to the Company within thirty (30) days of the date that service was affected.

2. SWITCHED ACCESS (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.5 Allowance for Interruptions in Service (Cont'd)

Use of Another Means of Communications

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

2.5.5.C Cancellation For Service Interruption

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

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2. SWITCHED ACCESS (Cont'd)

2.6 Rates and Charges

The rates and charges presented in this Section 2.6 are applicable either (a) statewide throughout the Company's authorized operating territory; or (b) as indicated, within a specified incumbent local exchange carrier ("ILEC") territory, which may be further broken out by either zones or mileage-bands. All rates are stated in U.S. dollars.

2.6.1 Carrier Common Line	Maximum	Current
Originating	$ 0.0000	$ 0.0000
Terminating	$ 0.0000	$ 0.0000

2.6.2 Transport

2.6.2.A Tandem Facility

Zone or Mileage bands (where applicable)	Maximum Rate Per MOU	Current Rate Per MOU
0 miles	0.000000	0.000000
1-8 miles	0.000020	0.000020
9-25 miles	0.000023	0.000023
26-50 miles	0.000023	0.000023
50+ miles	0.000023	0.000023

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2. SWITCHED ACCESS (Cont'd)

2.6 Rates and Charges (Cont'd)

2.6.2 Transport (Cont'd)

2.6.2.B Tandem Termination

Zone or Mileage bands (where applicable)	Maximum Rate Per MOU	Current Rate Per MOU
0 miles	0.000000	0.000000
1-8 miles	0.000199	0.000199
9-25 miles	0.000255	0.000255
26-50 miles	0.000263	0.000263
50+ miles	0.000265	0.000265

2.6.2.C Multiplexing	Maximum	Current
Per MOU	$ 0.0001370	$ 0.0001370

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2. SWITCHED ACCESS (Cont'd)

2.6 Rates and Charges

2.6.3 End Office Switching

2.6.3.A Local Switching	Maximum Per MOU	Current Per MOU
Originating	$ 0.016270	$ 0.016270
Terminating	$ 0.016270	$ 0.016270

2.6.3.B Common Port Charge	Maximum Per MOU	Current Per MOU
	$ 0.00130	$ 0.00130

2.6.3.C Residual Interconnection Charge	Maximum Per MOU	Current Per MOU
	$ 0.0000	$ 0.0000

2.6.3.D Information Surcharge	Maximum Per MOU	Current Per MOU
	$ 0.0000	$ 0.0000

2.6.4 8XX Toll-Free Access Service

2.6.4.A Customer ID Charge	Maximum Per Query	Current Per Query
	$ 0.00350	$ 0.00350

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3. RESERVED FOR FUTURE USE

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3. RESERVED FOR FUTURE USE (CONT'D)

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3. RESERVED FOR FUTURE USE (CONT'D)

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4. MISCELLANEOUS SERVICES

4.1 Presubscription

4.1.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IC) to access, without an access code, for interexchange calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC any IC that orders originating FGD Switched Access Service at the end office that serves the end user. After the end user' s initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as set forth in 4.1.3, following, applies.

4.1.2 New end users who are served by end offices equipped with FGD, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection:

- Designate an IC as a PIC and dial 101-XXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 101-XXXX for all calls to all ICs.

4.1.3 Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 4.7.1, following, applies.

4.2 Presubscription Change Dispute

4.2.1 If an end user or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous PIC. If the change was due to a Company error, the end user or location provider will be returned to their previous primary IC free of charge. If the change was submitted by an IC, and the IC is unable to produce the signed end user or location provider Letter of Authorization, the nonrecurring charges will be assessed to the unauthorized IC.

4.2.2 If there is a conflict between an end user, a location provider, or their respective agent, on one hand, and an IC on the other hand, over the designation of the primary IC, the Company will honor the designation selected by the end user, location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one or more ICs.

4.2.3 Charges for unauthorized PIC changes are set forth in 4.7.2, following.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.3 Reserved for Future Use

4.4 Reserved for Future Use

4.5 Billing Name and Address Service

4.5.1 General Description

4.5.1.A Billing Name and Address (BNA) Service is the provision (by the Company to an intrastate service provider who is a Customer of the Company) of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. For purposes of this section 4.5, an intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.

4.5.1.B BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

4.5.1.C BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

4.5.1.D BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.5 Billing Name and Address Service (Cont'd)

4.5.2 Undertaking of the Company

4.5.2.A The Company will establish standard formats for the receipt of BNA requests and the provision of BNA information.

4.5.2.B Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers can be faxed to the Company. A request for information on over 50 telephone numbers per request must be mailed to the Company. The standard response to such requests will be via facsimile or other negotiated mediums.

4.5.2.C Upon receipt of an electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's data file. The standard response to an electronic BNA request will be via electronic feed.

4.5.2.D Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 4.7.4 following.

4.5.2.E The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, express or implied, as to the accuracy or completeness of this information.

4.5.2.F The Company will not disclose BNA information to parties other than intrastate service providers, as defined in 4.5.1.A preceding, and their authorized billing agents. BNA disclosure is limited to those purposes as defined in 4.5.1.B preceding.

4.5.2.G The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 4.5.1.B preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.5 Billing Name and Address Service (Cont'd)

4.5.3 Obligations of the Customer

4.5.3.A Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.

4.5.3.B A Customer which intends to submit recorded messages via electronic feed must provide the Company with an acceptable test transmission which includes all call types for which BNA information may be requested.

4.5.3.C The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 4.5.1.B preceding.

4.5.3.D The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.

4.5.3.E Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.

4.5.3.F The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.

4.5.3.G The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.5 Billing Name and Address Service (Cont'd)

4.5.4 Rate Regulations

4.5.4.A A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.

4.5.4.B A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

4.5.4.C A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via electronic feed . The charge applies for each telephone number for which BNA information is requested.

4.5.4.D Non-standard Customer requests for BNA information are subject to Non- Standard-BNA Request Charges as well as Manual or Mechanized -BNA Request Charges as appropriate for the type of request . The additional Non-Standard- BNA Request Charge applies per BNA record requested . Additional Programming Charges will also apply, if required to meet the Customer's request.

4.5.4.E The Company will bill the Customer in accordance with subparts B, C and D of this Section 4.5.4 regardless of whether or not the Company was able to provide BNA information for all requests.

4.5.4.F Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in this tariff will apply.

4.5.4.G The rates for BNA Service are set forth in Section 4.7.4, following.

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4. MISCELLANEOUS SERVICES (Cont'd)

4.6 Additional Charges

Testing, Engineering, Maintenance, and Installation or Repair outside of normally scheduled working hours is provided on a time and materials basis.

4.7 Rates and Charges

4.7.1 Presubscription

	Nonrecurring Charge Maximum	Current
Per Telephone Exchange Service Line or Trunk	$ 5.00	$ 5.00

4.7.2 Unauthorized Change Charge (applied against carrier)

	Nonrecurring Charge Maximum	Current
Per Telephone Exchange Service Line or Trunk	$ 21.50	$ 21.50

4.7.3 Reserved for Future Use

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4. MISCELLANEOUS SERVICES (Cont'd)

4.7 Rates and Charges (Cont'd)

4.7.4 Billing Name and Address Service

	Maximum	Current
* Service Establishment Charge		
Per account established	$500.00	$500.00
* BNA Request Charges		
Manual, per BNA record requested	1.38	1.38
Mechanized, per BNA record requested	.48	.48
Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge	.88	.88
* Additional Programming Charges		
Per each half hour or fraction thereof	40.00	40.00

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