ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

Hypercube Telecom, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Hypercube Telecom, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission (ACC). Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146.

APPROVED FOR FILING

DECISION # 73154

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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*			
7	Original	*	33	Original	*			
8	Original	*	34	Original	*			
9	Original	*	35	Original	*			
10	Original	*	36	Original	*			
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

* - indicates those pages included with this filing.

APPROVED FOR FILING

DECISION # 73154

TABLE OF CONTENTS

Table of Contents	2
Symbols	3
Tariff Format	4
Application of Tariff	5
Applicability of Regulations	5
Section 1 – Definitions	6
Section 2 – Rules and Regulations	11
Section 3 – Switched Access Service	44
Section 4 – Switched Access Rates and Charges	48
Section 5 – Contracts and Individual Case Basis Arrangements	55

APPROVED FOR FILING
DECISION # 73154

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C	-	To signify changed regulation or rate structure.
D	-	To signify discontinued rate or regulation.
I	-	To signify an increased rate.
M	-	To signify a move in the location of text.
N	-	To signify a new rate or regulation.
R	-	To signify a reduced rate.
S	-	To signify reissued material.
T	-	To signify a change in text but no change in rate or regulation.

APPROVED FOR FILING
DECISION # 73154

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the pages. 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 Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the 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 the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets 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 Commission.

APPROVED FOR FILING
DECISION # 73154

ORIGINAL

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of access service as defined herein within the State of Arizona by all Arizona operating subsidiaries or affiliates of Hypercube Telecom, LLC (hereinafter collectively "The Company").

APPLICABILITY OF REGULATIONS

The following Regulations are applicable to all of the Company's services, unless expressly noted otherwise.

APPROVED FOR FILING
DECISION # 73154

SECTION 1 - DEFINITIONS

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

Access Code: A uniform seven digit code assigned by a Common carrier to an individual Customer. The seven digit code has the form 950-XXXX or 101-XXXX.

Access or Access Service: Services and facilities provided for the origination or termination of any telecommunications.

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

Access Tandem: A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

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: An attempt for which the complete address code (e.g., 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier: Provider of telecommunications services for hire. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

Central Office: A telephone company switching center.

CMRS: Commercial Mobile Radio Service

Commission: The Arizona Corporation Commission (AZ C.C.).

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (Cont'd.)

Company: Hypercube Telecom, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's locations constitutes a Constructive Order by the Customer to purchase switched 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.

Customer: The person, firm, corporation or other entity which orders the Company's service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other carrier that operates in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any customer of a telecommunications service that is not a carrier except that a carrier shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (Cont'd.)

Individual Case Basis (ICB): 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 person, 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.

Interstate: 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: The regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (Cont'd.)

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

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

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

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.

Percent Interstate Usage (PIU): The proportion of switched access minutes of use allocated to the interstate jurisdiction.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 1 – DEFINITIONS, (Cont'd.)

Service Order: The written request for the Company's 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.

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).

Switched Access Service: Access to the switched network of an exchange carrier for the purpose of originating or terminating communications.

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

VoIP Provider: Any person association, corporation, governmental agency or any other entity that is providing voice over internet protocol.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging CMRS or any other form of wireless transmission.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. 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.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

E. A Customer that uses Access Services provided by the Company without submitting an actual order will be presumed to have ordered Access Services by using said services and providing to its retail End Users services that could not be provided without the use of Access Services.

F. In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common carriers.

E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

G. The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another interexchange carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

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

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

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction, (Cont'd.)

F. on a temporary basis until permanent facilities are available;

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff. For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by Company for the service, the Customer shall be responsible for and shall reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies Company for all Third Party Charges and agrees to defend and hold Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges;

B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for:, (Cont'd.)

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer's premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer's premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

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

A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the Interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this tariff to determine call jurisdiction.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

A. Originating Access: Originating access minutes include only traffic originating from the Company Local Switching Center(s).

B. Terminating Access: Feature Group D Switched Access Service(s) is for traffic terminating to the Company's network, users or gateways.

C. Toll Free (8XX) Originating Access: Toll Free (8XX) Originating Access is for 8XX traffic that is switched by the Company's switches and originated by an End User of a carrier.

D. Any Customer-reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

E. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services as requested, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the protocol shown above.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

F. Jurisdictional Reports Verification: For switched access service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor or jurisdictional information. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use 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 percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

G. For switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

H. The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.4 Jurisdictional Audits

A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.

C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.

D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more the total switched Access Services bill, 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.

E. 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.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment (Cont.)

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customers expense.

B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Authorized Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

A. Unless otherwise specified herein, bills are due and payable upon receipt.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

C. Nonrecurring Charges are due and payable within 30 days after the invoice date.

D. The Company shall present invoices for all charges monthly to the Customer.

E. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

F. If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charges in the following order: 1) the oldest to the most recent late payment charges, 2) the oldest to the most recent outstanding intrastate charges, and finally to 3) the oldest to most recent outstanding interstate charges.

G. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

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

H. The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

I. Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at the rate required by the Commission for Customer deposits.

2.5.3 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability. The Company may deliver such notice via electronic mail, facsimile, regular mail or certified mail.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

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

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.l. (a-e), if

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) the Customer uses, or attempts or use, service with the intent to avoid payment, either in whole or in part, of the tariff charges for the service by:

1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

3) by delivering calls to or accepting calls from the Company's locations over Company switched local exchange services; or

4) continuing to have Company End Users presubscribed to the Customer; or

5) any other fraudulent means or devices; or

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

2. upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

3. upon ten (10) days: written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. 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.

2.5.4 Cancellation of Application for Service

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.

The special charges described will be calculated and applied on a case-by-case basis.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Allowances for Interruptions in Service

2.6.1 Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer as set forth in 2.6.5 for the part of the service that the interruption affects.

2.6.2 The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated the Company equipment is fully operational in accordance with the technical specifications.

2.6.3 Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

2.6.4 Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.5 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or other common carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. interruption of service due to circumstances or causes beyond the control of the Company.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's locations over Company-switched exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

APPROVED FOR FILING
DECISION # 73154

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

2.9.1 Meet Point Billing applies when more than one exchange carrier is involved in the provision of access service. All recurring and nonrecurring charges for services provided by each exchange carrier are billed under each company's applicable rates as set forth below.

2.9.2 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).

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

3.1.1 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 and an End User. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User to a Customer, and to terminate calls from a Customer to an End User.

3.1.2 Switched Access Service is available when originating or terminating calls from or to an End User.

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Switched Access

Switched Access is provisioned at the DS-1 level and provides trunk-side access to switching center switches, for the Customer's use in originating and terminating communications. Switched Access service is provided with Multi-Frequency in Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's switching center via direct trunking or via an alternative route when direct trunking has not been arranged. Delivery of calls to, or acceptance of calls from, the Company's locations over Company-switched exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

3.2.3 Call Types

The following Switched Access Service call types are available:

A. Originating Switched Access
B. Originating Toll Free (*XX) Access
C. Terminating Switched Access

3.2.4 Originating Switched Access

The access code for Switched Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all Switched Access provided to the Customer by a common carrier. When the access code is used, Switched Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (11) for cut-through access to the Customer's premises. The Company will provide originating routing information access consistent with dialing parity obligations.

Originating Switched Access is assessed for each access minute of use.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.5 Originating Toll Free (8XX) Access

A. Originating Toll Free (8XX) Access includes the delivery of 8XX traffic that is initiated by a carrier's or Wireless Provider's End User and is delivered from the carrier's end office or a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

B. 8XX Data Base Access 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 utilize the Signaling System 7 (SS7) network to query an 8XX data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access. The 800 series includes the following service access codes: 800, 888, 877, 866, 855, 844, 833 and 822.

3.2.6 Terminating Switched Access

Switched Access, when used in the terminating direction, may only be used to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

APPROVED FOR FILING
DECISION # 73154

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.3 Reports and Testing

3.3.1 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.

3.3.2 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.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES

4.1 General

This section contains the specific regulations governing the rates and charges that apply to Switched Access Services:

4.1.1 There are three types of rates and charges that apply to Switched Access Service:

A. Nonrecurring Charges: One-time charges that apply for a specific work activity.

B. Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

C. Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories

The following rate categories apply to Switched Access Services.

4.2.1 Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination of facilities between the Customer designated premises (Point of Presence) and Company's access tandem, and between the Company's access tandem, and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

Switched Transport may incorporate a dedicated or common path between the Customer's Point of Presence and the Company's switch or a common transmission path from exchange carrier(s) switch(es) connected to the Company's switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility.

The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier's end office switch or its equivalent. Where access traffic is routed directly between a carrier Customer and an End User, the Company will also function as an end office provider rather than just an access tandem provider.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.1 Switched Transport, (Cont'd.)

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

4.2.2 Local Switching

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.2 Rate Categories, (Cont'd.)

4.2.3 Toll Free (8XX) Data Base Query

The Toll Free (8XX) Data Base Query Charge will apply for each Toll-Free (8XX) call query received at the Company's (or its provider's) Toll-Free (8XX) data base.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer.

A. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.

B. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

4.2.4 Carrier Common Line

Carrier Common Line Access is provided where the Customer uses Company line side or trunk side Switched Access Service under this Tariff.

4.2.5 Switched Access Optional Features

Other Switched Access Optional Features may be available on an Individual Case Basis (ICB).

APPROVED FOR FILING
DECISION # 73154

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.3 Billing of Access Minutes

4.3.1 When recording originating calls over Switched Access with multi-frequency 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 Switched Access ends when the originating Switched Access 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.

4.3.2 For terminating calls over Switched Access with multi-frequency 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 Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

4.3.3 When recording originating calls over Switched Access 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 Switched Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.3.4 For terminating calls over Switched Access 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 Switched Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 – SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges

4.4.1 Switched Transport – Originating and Terminating

A. Maximum Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0007650	$0.0000690	$0.0150000	$0.000411	$0.0039000
Other ILEC Areas	$0.0294600	$0.0026800	*Not applicable	*Not applicable	*Not applicable

B. Current Rates

Competing ILEC	Tandem Switched Transport	Per Access Minute of Use: Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
Qwest Areas	$0.0002550	$0.0000230	$0.0050000	$0.0001370	$0.0013000
Other ILEC Areas	$0.0098200	$0.0013400	*Not applicable	*Not applicable	*Not applicable

* Uses aggregated Tandem Switched Transport – Termination and Tandem Switched Transport Facility in lieu of these components.

APPROVED FOR FILING
DECISION # 73154

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching – Originating & Terminating

A. Maximum Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0488100
Other ILEC Areas	$0.0514200

B. Current Rates

Competing ILEC	Per Access Minute of Use
Qwest Areas	$0.0162700
Other ILEC Areas	$0.0171400

4.4.3 Toll Free (8XX) Data Base Access Service Queries

A. Maximum Rates

	Per Query
Basic	$0.0225
Vertical Feature	$0.0240

B. Current Rates

	Per Query
Basic	$0.0075
Vertical Feature	$0.0080

APPROVED FOR FILING
DECISION # 73154

SECTION 4 - SWITCHED ACCESS RATES AND CHARGES, (Cont'd.)

4.4 Rates and Charges, (Cont'd.)

4.4.4 Carrier Common Line

A. Maximum Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0581100	$0.1445100
Other ILEC Areas	$0.0581100	$0.1445100

B. Current Rates

	Per Access Minute of Use	
Competing ILEC	Originating	Terminating
Qwest Areas	$0.0000000	$0.0000000
Other ILEC Areas	$0.0193700	$0.0481700

4.4.5 Switched Access Optional Features

All Switched Access Optional Features are offered on an Individual Case Basis (ICB).

APPROVED FOR FILING
DECISION # 73154

SECTION 5 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this 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 tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

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

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will file with the Commission ICB contracts for services regulated by the Commission.