

*This Tariff, Time Warner Telecom of Arizona, LLC Arizona C.C. Tariff No. 4
Cancels and Replaces Time Warner Telecom of Arizona, LLC Arizona C.C. Tariff No. 2
in its Entirety*

ORIGINAL

ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Access Service

Provided by

TIME WARNER TELECOM OF ARIZONA, LLC

This Access Tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of telecommunications business services provided by Time Warner Telecom with principal offices at 520 Southwest Sixth Avenue, Suite 300, Portland, Oregon 97204. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	
1	First	*	31	Original		60	First	*
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**Indicates pages included in this filing.*

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EXPLANATION OF SYMBOLS

(D) Indicates Discontinued Rate or Regulation

(I) Indicates Increased Rate

(M) Indicates Move in Location of Text

(N) Indicates New Rate or Regulation

(R) Indicates Reduced Rate

(T) Indicates Change of Text Only

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ORIGINAL**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. that the ACC follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a Tariff filing is made with the ACC, an updated check sheet accompanies the Tariff filing. The check sheet lists the 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 ACC.

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ABBREVIATIONS AND DEFINITIONS**ORIGINAL**

ASR -	Access Service Request
B8ZS -	Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
DCS -	Digital Cross Connect System.
DS0	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA -	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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ABBREVIATIONS AND DEFINITIONS *continued*

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

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ABBREVIATIONS AND DEFINITIONS *continued*

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

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

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

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

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

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

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

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

Channel - A communications path between two or more points of termination.

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ABBREVIATIONS AND DEFINITIONS *continued*

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

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - The Federal Communications Commission or the public utility commission of the state in which service is offered.

Company - Any issuing carrier of this terms and conditions document.

Customer - Any person, firm, partnership, corporation or other entity which uses service under this terms and conditions document and is responsible for the payment of charges.

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

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

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

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

Dual Tone Multifrequency (DTMF) - Tone signaling, is also known as touch tone signaling.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under this terms and conditions document.

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

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ABBREVIATIONS AND DEFINITIONS *continued*

End User - Any Customer of a telecommunications service provided by the Company that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service solely for administrative purposes. A person or entity that offers telecommunications service 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 when making telecommunication service available to others, directly or indirectly.

Entry Switch - First point of switching.

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

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

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Hertz - A unit of frequency equal to one cycle per second.

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

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

Intrastate Communications - Any communications that originates and terminates within the same state.

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ABBREVIATIONS AND DEFINITIONS *continued*

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

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

Message - A Message is a Call as defined above.

N/A - Not Available.

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

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

On-Net - Customer and End User locations served directly by the Company's network facilities.

Off-Net - One or more Customer or End User locations not served directly by the Company's network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Presence - The physical location of an interexchange carrier's facilities.

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

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

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ABBREVIATIONS AND DEFINITIONS *continued*

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

Special Access - See Dedicated Access.

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

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

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Time Warner Telecom - This term will be used to refer to any individual issuing carrier of this terms and conditions document and collectively to all issuing carriers of this terms and conditions document.

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

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

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

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

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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APPLICATION OF TARIFF

ORIGINAL

This Tariff sets forth the regulations and rates applicable to services provided by Time Warner Telecom of Arizona, LLC, as follows:

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

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SECTION 2 - TERMS AND CONDITIONS

ORIGINAL

2.1 Undertaking of the Company

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

The Company arranges for installation, operation, and maintenance of the service provided in this terms and conditions document for the Customer in accordance with the terms and conditions set forth herein and in the Company's Tariff(s).

2.2 Limitation On Service

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

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

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

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.3 Assignment or Transfer of Service

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

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ORIGINAL

SECTION 2 - TERMS AND CONDITIONS *continued*

2.4 Use of Service

- 2.4.1 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3. Recording of telephone conversations of service provided by the Company under this terms and conditions document is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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SECTION 2 - TERMS AND CONDITIONS *continued*

2.5 Discontinuance and Restoration of Service

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

2.5.1 Cancellation by the Customer

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

2.5.2 Cancellation by the Company

- A.** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.5 Discontinuance and Restoration of Service *continued*

2.5.2 Cancellation by the Company *continued*

- C.** The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

- D.** For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.5 Discontinuance and Restoration of Service** *continued***2.5.3 Restoration of Service**

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

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply.

<u>Time of Cancellation</u>	<u>Cancel Order Charge</u>
Prior to Firm Order Confirmation	\$250 per Circuit
After completion of Firm Order Confirmation, but prior to Plant Test Date	\$400.00 per circuit plus Company expenses
After completion of Plant Test, but prior to Due Date	\$500.00 per circuit plus Company expenses

2.7 Minimum Period

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

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.8 Term Agreements**

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

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

2.9 Billing and Payments

2.9.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.

2.9.2 The Company shall bill for all services rendered within 90 days of the scheduled billing date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.

2.9.3 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.9 Billing and Payments** *continued***2.9.3** *continued*

- A.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, 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 which 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.
- B.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.10 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.10 Claims and Disputes *continued*

- 2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply
- 2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.9.
- 2.10.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.10.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.10.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.9.

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SECTION 2 - TERMS AND CONDITIONS *continued*

2.11 Payment of Deposits

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

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2.12 Inspection, Testing and Adjustment

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

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

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.13 Interconnection

- 2.13.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. 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 interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.13.2** Interconnection with the services or facilities of other common carriers shall be executed in accordance with this terms and conditions document and the terms and conditions of the other common carrier's tariff(s).
- 2.13.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, 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.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.14 Liability of the Company**

- 2.14.1** 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 be limited to the allowance of service interruption credits as specified in this tariff. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.14.2** The Company will not be liable for any lost profits or direct, indirect, incidental, special, consequential exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.
- 2.14.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.14.4** 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, 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 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, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.14 Liability of the Company *continued*

2.14.5 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.

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2.15 Liability of the Customer

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

- 2.15.1** 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
- 2.15.2** 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
- 2.15.3** 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, facilities or equipment provided by the Company.

2.16 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this terms and conditions document, and shall be billed as separate line items.

2.17 Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.18 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for Switched Access, see Section 2.19.7 of this terms and conditions document.

- 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 will be provided according to the applicable rules and regulations of the appropriate intrastate tariff, tariff or terms and conditions document.
- 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 will be provided according to the applicable rules and regulations of this terms and conditions document.
- 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 terms and conditions document within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

The Customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities. The Company is not responsible for any interruption of service resulting from an inability to gain access to its equipment or cabling at the Customer's premises. The Company may remove or replace its equipment at any time.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.19 Obligations of the Customer****2.19.1 Damages**

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

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this terms and conditions document shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.19.3 Equipment Space and Power

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

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SECTION 2 - TERMS AND CONDITIONS *continued*

2.19 Obligations of the Customer *continued*

2.19.4 Testing

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

2.19.5 Design of Customer Services

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

2.19.6 Network Contingency Coordination

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

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.19 Obligations of the Customer *continued*

2.19.7 Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing a PIU factor. Charges will be allocated in accordance with the PIU factor provided by the Customer. If the Customer does not provide a PIU factor, the Company will allocate traffic equally (50% each) between interstate and intrastate.

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ORIGINAL

2.19 Obligations of the Customer *continued*

2.19.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Switched Access Service is provided, all usage charges will be prorated between interstate and intrastate. Section 2.19.7 of this terms and conditions document will serve as the basis for prorating the charges. For nonrecurring chargeable rate elements, the percent of interstate usage will be 100%.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.20 Credit for Interruptions**

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff provided that the Customer has opened a double ticket by reporting the interruption to the Company's network operations center. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.

2.20.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and 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 inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.20.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.20.3 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the service or facility in question. Credit allowances will be calculated as follows:

A. if interruption continues for less than 24 hours:

1/1440th of the monthly rate per 30 minute outage up to and including a 24 hour period.

B. if interruption continues for more than 24 hours:

1/144th of the monthly rate per a 3 hour outage.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2 - TERMS AND CONDITIONS *continued***ORIGINAL****2.20 Credit for Interruptions** *continued***2.20.4 Credit to the Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

2.20.5 Credit to the Customer

Credits attributable to any billing period for interruptions of service shall nor exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

2.20.6 Interruption Defined

For the purposes of applying this provision, the word "interruption: shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of the Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message or measure rate service will not affect the subscriber's local call allowance during a given billing period.

2.20.7 Chronic Trouble Service

If two or more trouble tickets have been opened for a particular Service in a 30-day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.20 Credit for Interruptions *continued*

2.20.8 Limitations on Credit Allowances

No Credit allowance will be made for:

- A. Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities.
- B. Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power, in such event, the Company may charge the Customer its then current service call rates;
- C. 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;
- D. 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;
- E. Interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - TERMS AND CONDITIONS *continued*

ORIGINAL

2.20 **Credit for Interruptions** *continued*

2.20.8 **Limitations on Credit Allowances**

No Credit allowance will be made for:

- A. Interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities.
- B. Interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power, in such event, the Company may charge the Customer its then current service call rates;
- C. 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;
- D. 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;
- E. Interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 3 - SWITCHED ACCESS SERVICE**ORIGINAL****3.1 General**

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

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 Rate Categories

There are three primary rate categories which apply to Switched Access Service:

- End Office Local Switching
- Local Transport
- Common Line

These categories are established to accommodate existing carrier access charge billing systems. The Company will combine all usage elements under End Office Local Switching. All other rate elements will be rated at \$0.0000.

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the combined End Office Local Switching charge and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Tandem Switch Management Service, Billing Name and Address, and recording services.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.1 End Office Local Switching

End office Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching which provides the local end office switching functions and optional features.

Transport Termination which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

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

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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.2 Rate Categories** *continued***3.2.2 Local Transport**

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

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of service and equipment capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.2 Local Transport *continued*

A. Transmission Paths

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

B. Interconnection

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

3.2.3 500/900 Access Service

Originating 500/900 Access Service is a Trunk Side Switched Service that is available to the Customer via 900 Access Service trunk groups. 900 Access Service trunk groups will be provided in conjunction with FGD. 500/900 Access Service is available with either 1+ or 1+ and 0+ dialing capability, with 1+ the standard. 0+500/0+900 dialing is available for use with calling cards only (operator handled calls other than calling card calls are not permitted). When a 1+ or 0+500/900+NXX+XXXX call is originated by an end user, the Company will perform the Customer identification function to determine the Customer location to which the call is to be routed. The Customer identification function will be available at Company switches.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.2 Rate Categories *continued*****3.2.3 500/900 Access Service *continued***

Unless prohibited by technical limitations of the Customer's terminating switch (e.g., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the Customer, a separate trunk group will be established for 900 Access Service. 900 Access Service calls originated as 0-, 10XXX, 101XXXX, Company Coin sent paid, or originated from Inmate Service, and toll restricted stations will be blocked.

900 Access Service is offered under the following conditions:

- The Company and/or Customer will offer free blocking on all 900 services for all new connect and transfer orders.
- The Company and/or Customer will offer free blocking on all 900 services for End Users who dispute charges for such services, or make inquiries,
- 900 Access Service will not be offered by any new carriers offices unless blocking is available.
- 900 Access Service will not be offered unless either the Company or the Customer provides the End User with a voice over message prior to the call advising the End-User with a voice over message prior to the call advising the End-User of the per minute costs of the call. The End-User may disconnect after the voice over and before the start of the call without incurring charges.

500/900 Access Service originating from Company Switch(es) will be using Feature Group D signaling with overlap outpulsing. Feature group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company Switch(es) without the Customer identification function, will be provided using traditional signaling.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.3 500/900 Access Service *continued*

For 500/900 Access Service traffic originating from Company Switch(es) with the Customer identification function, Feature Group D parameters as specified in Section 3.1 and Section 3.2 of this terms and conditions document will apply.

The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (e.g., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line number to be used.

The Customer is responsible for using 500/900 Access Service in accordance with this terms and conditions document. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. It is not intended that 500/900 Access Service be used for any communication which implicitly or explicitly invites, describes, stimulates, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendoes which arouse or attempt to arouse sexual desire. Nor is it intended that 500/900 Access Service be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The Company and the Customer will comply with all statutes, rules and regulations with regard to the provision of 900 Access Service to minors.

Charges for 900 Access Service shall be billed no later than 90 days after the placement of the call, and in the event the Company or the Customer becomes aware of damaging messages, no charges shall be billed to the End-User for such messages.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.2 Rate Categories *continued*****3.2.3 500/900 Access Service (cont=d)**

The Customer shall cooperate with the Company to investigate, and to resolve complaints, referred to them by the Consumer Affairs Division of the Commission or provided to the Customer or Company, which may result from such uses of 500/900 Access Service. The Company and the Customer shall keep an internal record and monitor all complaints regarding the provisioning, billing or operation of 900 Access Service. The Company and/or Customer will provide results of such investigations to the Consumer Affairs Division when requested.

The Company and/or Customer may waive charges associated with 900 service, up to \$100.00 for residence and up to \$500.00 for business, if the End-User agrees to free blocking of all 900 services.

3.2.4. Inward Operator Services**A. General**

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

B. Service Description**1. Busy Line Verification (BLV)**

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

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.4. Inward Operator Services *continued*

B. Service Description *continued*

2. Busy Line Verification/Interrupt (BLVI)

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

C. Specifications

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

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ORIGINAL

3.2 Rate Categories *continued*

3.2.4. Inward Operator Services *continued*

D. Undertaking of Company

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

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

E. Obligations of the Customer

In addition to the obligations of the Customer set forth in this tariff, the Customer has the following obligations pertaining only to the provision of Inward Operator Services:

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ORIGINAL

3.2 Rate Categories *continued*

3.2.4 Inward Operator Services *continued*

E. Obligations of the Customer *continued*

- The Customer shall order Inward Operator Services as set forth in this tariff.
- The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any other person.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.5 Operator Passthrough Service

A. General

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

B. Service Description

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

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

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3.2 Rate Categories *continued*

ORIGINAL

3.2.5 Operator Passthrough Service *continued*

B. Service Description *continued*

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

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.6 Tandem Switch Management Service

A. Service Description

Tandem Switch Management Services provide enhanced routing and billing capabilities for switchless interexchange carriers and resellers needing a means of completing interexchange calls between their locations and locations of other parties.

B. Port Connections

Port Connections to the Company's switch will be charged on a monthly basis. Port connections are available at 1.544 Mbps (DS1) and 44.736 Mbps (DS3) interfaces. Port connections must be purchased in conjunction with Transport service referenced in section 3.6 below. Port connections and direct trunked transport arrangements are required for both inward and outward trunk groups.

C. Tandem Switching

Tandem Switching is a per minute rate associated with "switching" the call through the Time Warner tandem from the "incoming" trunk group to the "outgoing" trunk group.

D. Switch Management Services

Switch Management Services are the nonrecurring charges associated with the design engineering and installation of trunk groups; trunk group and routing code moves, adds, and changes; traffic management reports and studies; network design and consultation services. The specific nonrecurring rate categories which apply are:

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.2 Rate Categories *continued*

3.2.6 Tandem Switch Management Service *continued*

D. Switch Management Services *continued*

1. Initial Switch Engineering & Design (with standard interval of forty-five (45) business days) (per order).
2. Expedited Initial Switch Engineering & Design (less than forty-five (45) business days) (per order).
3. Trunk Group Design (per order).
4. Trunk Group Reconfiguration

Changes and deletes based on standard interval of ten (10) business days during standard business hours of 6:00 a.m. to 2:00 p.m. MST (per order/per trunk group).

5. Expedited Trunk Group Reconfiguration

Per order/per trunk group charge.

6. Trunk Code Routing Changes (1-15 codes)

Per order/per trunk group charge, based on standard interval of ten (10) business days during standard hours of 6:00 a.m. to 2:00 p.m. MST.

7. Trunk Code Routing Changes (1-15 codes)

Based on standard interval of ten (10) business days during standard business hours of 6:00 a.m. to 2:00 p.m. MST)

8. Expedited Trunk Group Routing Changes (1-15 Codes).

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

3.2 Rate Categories *continued*

3.2.6 Tandem Switch Management Service *continued*

D. Switch Management Services *continued*

9. Traffic Management Reports and Studies

Per report charge.

10. Network Design and Consultation Service

Per hour.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to insure that the provision of acceptable service levels is provided to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.3 Obligations of the Company** *continued***3.3.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.3 Obligations of the Company *continued*****3.3.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other sections of this terms and conditions document or other applicable tariff, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.4 **Obligations of the Customer** *continued*

3.4.3 **Trunk Group Measurements Reports**

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.5 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

3.5.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

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SECTION 3 - SWITCHED ACCESS SERVICE *continued*

ORIGINAL

3.5 Rate Regulations *continued*

3.5.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as 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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SECTION 3 - SWITCHED ACCESS SERVICE *continued***ORIGINAL****3.6 Switched Access Service Rates and Charges****3.6.1 Carrier Common Line Charges**

	<u>Maximum</u>
Carrier Common Line (Origination)	\$0.020000
Carrier Common Line (Termination)	\$0.048400

3.6.2 Transport Interconnection Charges

Transport Interconnection (Origination)	\$0.012420
Transport Interconnection (Termination)	\$0.012420

3.6.3 Switched Transport

Tandem Transport Origination (per minute)	\$0.000960
Tandem Transport Facility Origination (p minute)	\$0.000250
Tandem Transport Origination (p minute/p mile)	\$0.000960
Tandem Transport Facility Termination (p minute/p mile)	\$0.000250

3.6.4 Tandem Switching

Tandem Switching	\$0.006600
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3.6.5 Local Switching

Local Switching (Originating)	\$0.036320
Local Switching (Termination)	\$0.036320

3.6.6 Information Surcharge

Information Surcharge	\$0.000204
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3.6.7 8XX Database Query Surcharge

Per Query	\$0.008800
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SECTION 4 - END USER ACCESS SERVICE

ORIGINAL

4.1 General

The Company will provide End User Access Service to end users who obtain local telephone exchange service from the Company under its local exchange tariff(s) or price list(s). End User Access Service provides for the use of an End User Common Line (EUCL).

End User Access Service does not include the provision of a telephone number, detail billing, directory listings or intercept arrangements.

4.2 Rates and Charges

Rates are posted on the Company's website at www.twtelecom.com. Rates are subject to change. Further information regarding the charge is available on the Federal Communications Commission's website at www.fcc.gov.

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SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

ORIGINAL

5.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this terms and conditions document. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 Limitations

No telephone number or detailed billing is provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 Application of Intrastate Charges

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage.

5.4 Rates and Charges

Rates and charges are listed in section 3.6.

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SECTION 6 - BILLING AND COLLECTION

ORIGINAL

6.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

6.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages recorded via the Company's end office or tandem switching equipment through Switched Access service. Recording is provided 24 hours a day, seven (7) days a week.

The Company will provide, at the request of the Customer, Recording Service in association with messages that can be recorded by the Company-provided automatic message accounting equipment.

The Company will provide Recording Service in its operating territory.

The term "customer message" used herein denotes an intrastate call originated by a Customer's end user. The beginning and ending of a customer message are determined pursuant to the written instructions of the Customer, i.e., Feature Group Switched Access Service, local and intraLATA access or resale, and intraLATA toll free service (i.e., 800/888) service.

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SECTION 6 - BILLING AND COLLECTION *continued***ORIGINAL****6.2 Recording Service** *continued***6.2.1 Undertaking of the Company**

- A. The Company will record all customer messages that are available to the Company-provided recording equipment or operators. The Company will record all customer messages, including interLATA intrastate, intraLATA intrastate, local and interLATA interstate messages. Unavailable Customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- B. A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

Assembly and Editing, Provision of Customer Detail, data transmission to a Customer location, special orders for recording program and program development will be provided to the Customer on a contractual basis.

- C. Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail are retained for reference (i.e., on paper or microfiche) in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service, at the Customer's request the Company will make every reasonable effort to recover recorded customer message detail previously made available to the Customer and make it available again for the Customer. Charges may apply to recover costs associated with this retrieval. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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SECTION 6 - BILLING AND COLLECTION *continued*

ORIGINAL

6.2 Recording Service *continued*

6.2.2 Obligations of the Customer

The Customer shall order Recording Service under a special order.

The Customer shall order Recording Service at least one month prior to the date when the customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order Recording Service by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

6.2.3 Rates and Charges

	<u>Maximum</u>
Recording, Per Customer Message	\$0.010

6.3 Automatic Number Identification

Offered in conjunction with Recording Service, ANI provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises, or where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises. ANI is offered only in conjunction with Recording Service and is not offered on a stand-alone basis.

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SECTION 6 - BILLING AND COLLECTION *continued*

ORIGINAL

6.3 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA Service will be provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications, facsimile, or by mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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SECTION 6 - BILLING AND COLLECTION *continued*

6.3 Billing Name and Address Service *continued*

ORIGINAL

6.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail, or its equivalent, within ten (10) business days.
- B. The Company will specify the format in which requests and tapes are to be submitted.
- C. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company database, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- D. The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances in which the BNA information is not the BNA that was applicable at the time the message was originated.

6.3.2 Obligations of the Customer

- A. With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this terms and conditions document and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

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SECTION 6 - BILLING AND COLLECTION *continued*

ORIGINAL

6.3 Billing Name and Address Service *continued*

6.3.2 Obligations of the Customer *continued*

- C. 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, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

6.3.3 Rate Regulations

- A. Service Establishment Charges may apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master BNA List for a Customer.
- B. A charge applies for each request for BNA information for a telephone number or BTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge may apply.

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SECTION 7 - PROMOTIONS

ORIGINAL

7.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

7.2 Demonstration of Service

From time to time the Company shall demonstrate service by providing free channels for a period of time, not to exceed one month.

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SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

ORIGINAL

8.1 General

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

Services provided under this terms and conditions document are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any similarly situated Customer that places and order within 90 days of their effective date.

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