

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTRASTATE COMMUNICATIONS  
FACILITIES AND SERVICES FURNISHED BY

**PacOptic Networks, LLC**

This tariff is on file with the Georgia Public Service Commission.

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Issued: October 1, 2015

Effective: November 19, 2015

Issued By: Shawn Matthews  
20130 Lakeview Center Plaza, Suite 400  
Ashburn, VA 20147

CHECK SHEET

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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Issued: November 24, 2015

Effective: December 24, 2015

Issued By: Shawn Matthews  
 20130 Lakeview Center Plaza, Suite 400  
 Ashburn, VA 20147

**ISSUING CARRIERS**  
PacOptic Networks, LLC

**CONCURRING CARRIERS**  
No Concurring Carriers

**CONNECTING CARRIERS**  
No Connecting Carriers

**OTHER PARTICIPATING CARRIERS**  
No Other Participating Carriers

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Issued: October 1, 2015

Effective: November 19, 2015

Issued By: Shawn Matthews  
20130 Lakeview Center Plaza, Suite 400  
Ashburn, VA 20147

EXPLANATION OF SYMBOLS

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify an increase.
- (M) To signify text relocated without change.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify a reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an Intrastate call, usage is measured from the time the calling party's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an Intrastate call, usage is measured from the time the call is received by the called party in the terminating exchange. Timing of usage at both originating and terminating ends of an Intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Automatic Number Identification (ANI)

The term "Automatic Number Identification" (ANI) denotes the automatic transmission of information digits and a seven or ten digit number to the customer's premises for calls originating in the LATA, to identify the calling station.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving office.

Carrier or Common Carrier

See "Interexchange Carrier".

Channel(s)

An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination, or any functionally equivalent connection, which may include a virtual, derived, or IP path.

Channelize

The term "Channelize" denotes the process of multiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels or vice versa.

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

Charge Number (CN)

The term "Charge Number" denotes the SS7 out of band signaling parameter which is equivalent to the 10-digit ANI telephone number.

CLEC (Competitive Local Exchange Carrier)

The term "CLEC" means a local exchange carrier that provides some or all of the interstate exchange access services used to send traffic to or from an End User and does not fall within the definition of "incumbent local exchange carrier" in 47 U.S.C. § 251(h).

Commercial Mobile Radio Service (CMRS) Provider

The term "Commercial Mobile Radio Service (CMRS) provider" denotes a common carrier as defined by the Federal Communications Commission subject to the Rules set forth in Section 332 of the Communications Act.

Company

Used throughout this tariff to indicate PacOptic Networks, LLC.

Constructive Order

By utilizing the exchange access services set forth in this tariff, carriers are deemed to have constructively ordered service as customers, and agree to the service rates, charges, terms, and conditions as set forth herein.

Customer(s)

The term "customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs) and interconnectors. Customers may also include wireless providers, ILECs, CLECs, and VoIP providers.

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

Demarcation Point or Point of Demarcation

The term "Demarcation Point" or "Point of Demarcation" denotes the point of interconnection between Company communications facilities and the terminal equipment, protective apparatus or wiring at a customer's premises. The standard method of interconnection is through a point of termination/interconnection (POT) bay. For purposes of collocation, from this point of interconnection into the Company's communications facilities, the Company shall assume ownership of and maintain the communications facilities. From this point of interconnection toward the customer's location, the facilities remain the customer's responsibility, with the customer performing all servicing and maintaining full ownership.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8YY Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8YY is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

8YY Service Provider

The term "8YY Service Provider" denotes a telecommunications company that offers 8YY Service to subscribers.

End Office

The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive local exchange or other telecommunications service.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company 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. An "End User" must pay a fee to the Company for telecommunications service (except those calls in which the Company only provides tandem switching and any associated transport services for calls from or to another local exchange carrier's end user). Other carriers, including IXCs, are not considered to be "End Users" under the terms of this Tariff, unless the Company consents to such classification in writing.

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Issued: October 1, 2015

Effective: November 19, 2015

Issued By: Shawn Matthews  
20130 Lakeview Center Plaza, Suite 400  
Ashburn, VA 20147

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

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service (EAS) area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given Local Access and Transport Area.

Initial Address Message (IAM)

The term "Initial Address Message" (IAM) denotes a SS7 signaling message that contains the address and routing information required to establish a point-to-point telephone connection.

Interexchange Carrier (IC) Or Interexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in Intrastate communication by wire or radio between two or more exchanges.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Message

The term "Message" denotes a "call" as defined preceding.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from a calling party to a customer.

Point Of Termination (POT)

See Demarcation Point or Point of Demarcation.

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

The term "Query" denotes the inquiry to a Company database to obtain information, processing instructions or service data.

**Release Message**

The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.

**Responsible Organization**

The term "Responsible Organization" denotes the entity responsible for the management and administration of 800 Data Base Access Service records in the Service Management System according to the Guidelines for 800 Data Base.

**Service Control Point (SCP)**

The term "Service Control Point" (SCP) denotes the node in the network where several independent data base applications receive and respond to SS7 queries.

**Service Management System/800 (SMS/800)**

Service Management System/800 (SMS/800) is the main operations support system of 800 Data Base Access Service. It is used to create and update subscriber 8YY records that are then downloaded to SCPs for handling subscribers' 8YY calls (see Service Control Points). The system is also used by RESP ORGs to reserve and assign 8YY numbers.

**Service Switching Point (SSP)**

The term "Service Switching Point" (SSP) denotes a signal point equipped with the ability to halt call process, formulate and send a SS7 query to a remote location and route the call based on information contained in the response.

**Switch**

The terms "switch," "switching" or "switched" refer to any technical means by which a call is directed from an input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A call is "switched" when any of the above functions, or functional equivalents, is performed.

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

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer to a called party.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering; e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path comprises physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

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

Trunk Group

The term "Trunk Group" denotes 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.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Wire Center

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

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of PacOptic Networks, LLC**

- 2.1.1 The Company undertakes to furnish switched access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option, provided that Customer is timely paying the Company's invoices in full. 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. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions. In the event that the Customer is not paying its invoices timely and in full, the Company reserves the right to prohibit the Customer from reselling the Company's services to other carriers, wireless providers, or VoIP providers.

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Issued: October 1, 2015

Effective: November 19, 2015

Issued By: Shawn Matthews  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.3 Limitations**

- 2.3.1 The Company offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment 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.
- 2.3.3 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.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

**2.4 Assignment and Transfer**

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 to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Application or Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 Liability of the Company

- 2.7.1 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, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 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.
- 2.7.4 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 FCC, or other relevant Commission, rules and regulations.
- 2.7.5 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 by facilities or equipment provided by the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 Liability of the Company (Cont'd)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- (a) 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 non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- (b) providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;
- (c) 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the 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 borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order (if required) for service;
- (d) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise 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;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.1 (cont'd)

- (e) 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 premises or the rights-of-way for which Customer is responsible under Section 2.9 1(c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer 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;
- (f) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- (g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- (h) taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- (i) ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

(a) 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.

(b) 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 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.3 Jurisdictional Reporting

- (a) **Jurisdictional Determinant:** Intrastate usage is developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated, is an intrastate communications and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. When the Customer connects at the Company End Office that is in a LATA with a Company POI, the Company POI represents the location where such calls enter the Customer network.
- (b) For Switched Access Service Access Minutes, the Customer must supply a projected PIU factor. When the Company has sufficient information to determine the jurisdiction for the call, the Company will bill the call minutes of use according to that jurisdiction. The projected PIU factor will be used to apportion call minutes for which information was insufficient to determine the jurisdiction between interstate and intrastate jurisdictions.

When information is insufficient to determine the jurisdiction, and the Customer does not supply a projected PIU factor, calls will be billed using a PIU of 50 (50% interstate and 50% intrastate).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.9 Obligations of the Customer (Cont'd)****2.9.3 Jurisdictional Reporting (Cont'd)**

- (c) Effective on the first of January, April, July and October of each year, the Customer shall update the intrastate and interstate jurisdictional report/PIU factors. The Customer shall forward to the Company, to be received no later than fifteen (15) calendar days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except as set forth in (1) preceding where jurisdiction can be determined, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date in the following month (i.e., February, May, August and November) for that service. No prorating or backbilling will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as that provided in the last quarterly report. 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 that provided in the order for service.
- (d) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company's request.

**2.9.4 Identification and Rating of VoIP-PSTN Access Traffic****A. Scope**

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.4 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd)

B. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Cont'd)

2.9.4 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Access Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

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

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

## SECTION 2 - RULES AND REGULATIONS, (CONT'D)

## 2.9 Obligations of the Customer (Cont'd)

## 2.9.4 Identification and Rating of VoIP-PSTN Access Traffic (Cont'd)

## D. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

## E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- (c) any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. 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 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment for Service (Cont'd)

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.
- E. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.
- F. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- G. The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage, consistent with applicable law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.10 Billing and Payment for Service (Cont'd)****2.10.4 Disputed Charges**

- A. All bills are presumed accurate, and shall be binding unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed, and requires full compliance with Section 2.10.4.B below. After an initial dispute notice has been issued, a separate letter of dispute must also be submitted for each and every individual invoice that is being disputed. Additional dispute notices relating to the same subject may refer to the basis for the dispute provided in the earlier letter, but must specifically state the volume of traffic that is being disputed on the invoice, the amounts that are being paid under protest, and the amounts that are being paid that are not subject to the dispute. The requirement for a separate letter of dispute with this detail is a material term and adherence to this requirement is necessary for the Company to efficiently investigate and resolve disputes.
- B. This is a pay-and-dispute tariff which provides, generally, that an entity that has sent or received intrastate telecommunications traffic to the Company should pay the invoiced charges, rather than engaging in self-help withholding. Therefore, payment for any undisputed amounts shall be tendered without delay. Further, charges corresponding to the volume of intrastate telecommunications traffic sent to or received from the Company's network shall also be tendered without delay, reduction, or offset. Thus, withholding is only permitted by this tariff if a good faith dispute alleges that the Company has billed charges for a volume of intrastate access traffic that exceeds the volume of intrastate access traffic actually originated or terminated to the Company's network during the billing period. Under this limited circumstance, the entity submitting the dispute must pay for the amount of intrastate traffic it acknowledges sending to or receiving from the Company's network, but may withhold the amount related to the excess volumes while Company investigates and works to resolve the dispute. Other bases for disputing, including, but not limited to, contentions that the tariff does not apply to certain types of intrastate interexchange traffic or that certain entities sending or receiving traffic are not End Users, are not acceptable bases for withholding payment from the Company, and payment is required to file a good faith dispute on these grounds.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.10 Billing and Payment for Service (Cont'd)****2.10.4 Disputed Charges (Cont'd)**

- C. The Company will evaluate the Customer's dispute and notify the Customer in writing of its determination of whether the dispute has been resolved in favor of or against the Customer. If the Company does not respond to the Customer's notice of dispute within 60 days after receiving such notice, the dispute will be deemed rejected. Customer has the right to pursue any and all legal remedies if dissatisfied with Company's determination.
- D. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount (provided that it was entitled to do so consistent with its obligations in Section 2.10.4.B above), no interest credits or penalties will apply.
- E. 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 payment penalty as set forth in 2.10.5.
- F. 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 2.10.5.
- G. 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.10 Billing and Payment for Service (Cont'd)****2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 Taxes, Surcharges and Fees**

2.11.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.12 Deposits and Advanced Payments****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

**2.12.2 Deposits**

- A. The Company will, in order to safeguard its interests, only require a customer who 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 to the customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months' service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. 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.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

**2.12.3 Advance Payments**

To safeguard its interests as indicated in 2.12.2 A., the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. 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 thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to provide for alternate routing of 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.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
  - (1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - (3) all recurring charges specified in the applicable service order for the balance of the then current term.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.13 Cancellation by Customer (Cont'd)

2.13.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- (a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, 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 or prohibits Customer from subscribing to, using, or paying for such service.
- (b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (c) In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- (d) In the event of tampering with the equipment or services of the Company or its agents.
- (e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (f) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.14 Cancellation by Company (Cont'd)

2.14.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- (a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- (e) For use of telephone service for any property or purpose other than that described in the application.
- (f) For Customer's breach of any contract for service between the Company and the Customer.
- (g) For periods of inactivity in excess of sixty (60) days.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to maintain only the 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.
- 2.16.2 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.
- 2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 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 under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.17 Interconnection

- 2.17.1 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. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier 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 five (5) days 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 additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.18 Customer-Provided Equipment**

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to enable its equipment to receive the Company's services.
- 2.18.3 The Customer is responsible for ensuring that Customer-provided equipment is compatible with Company's 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring .
- 2.18.5 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.19 Inspection, Testing and Adjustments

- 2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the 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.
- 2.19.2 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 hours in length and is requested by the Customer.
- 2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service

2.20.1 General

- A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd)

2.20.2 Limitations of Allowances

- A. No credit allowance will be made for any interruption in service:
- (1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
  - (2) due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - (3) due to circumstances or causes beyond the reasonable control of the Company;
  - (4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
  - (5) 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;
  - (6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
  - (7) that was not reported to the Company within 30 days of the date that service was affected.
  - (8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Allowances for Interruptions in Service (Cont'd)

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2 A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)  
B = total monthly recurring charge for affected service.
- D. No credits will be provided for usage sensitive services.

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 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 Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 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 second business day following placement 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.
- 2.21.6 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.3 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the intrastate portion of the bill.

2.23 Application of Access Charges to Toll VoIP-PSTN Traffic

2.23.1 All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in the Company's FCC Tariff No. 1.

2.23.2 The Company shall assess and collect switched access rate elements for access services, regardless of whether the Company itself delivers such traffic to the called party or delivers the call to the called party via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company or the affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company or the affiliated or unaffiliated provider of VoIP service as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.1 General

- 3.1.1 Switched Access Service provides for access to the network or facilities of the Company for the purpose of originating or terminating calls. Switched Access Service is available to carriers, as defined in this tariff. Switched access service includes services and facilities provided for the origination or termination of any calls regardless of the technology used in transmission, including, but not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet protocol ("IP") or other technology, or a combination of technologies. Switched Access Service includes, but is not limited to, the functional equivalent of the incumbent local exchange carrier exchange access services typically associated with the following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; and common trunk ports. Switched Access Services includes the origination of calls from, or the termination of calls to, any calling or called party, either directly, in conjunction with another LEC, or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VOIP service, or a non-interconnected VOIP service, that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.
- 3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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

3.2 Provision and Description of Switched Access Service

3.2.1 Switched Access Service is provided as a FGD serving arrangement or its functional equivalent.

3.2.2 Serving arrangements are arranged for either originating, terminating or two-way calling. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the customer to determine the directionality.

3.2.3 The Company will establish a trunk group or groups for the customer at end office switches where FGD switching, or its functional equivalent, is provided. When required by technical limitations a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Company.

3.3 Rate Categories

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

- Switched Transport (described in 3.3.1, following)
- End Office (described in 3.3.2, following)
- Common Line (described in Sections 3.3.3, following)

In addition to the three rate categories, there are rate elements applicable to certain Switched Access services:

- 800 DB Access Service Charges, applicable to 800 DB Access Service provided in conjunction with Trunkside Access. The description and application of these charges are set forth in 3.3.4, following.
- Toll Free Inter-Exchange Delivery Service. The description and application of these charges are set forth in 3.3.5, following.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.1 Switched Transport****A. General Description**

The Switched Transport rate category provides the transmission facilities between the tandem and the end office switch(es) where the Customer's traffic is switched to originate or terminate its communications. Switched Transport is a two-way voice-frequency transmission path composed of the following elements, some or all of which the Company may perform and bill the Customer for: Tandem Switching, Tandem Switched Transport - Termination, Tandem Switched Transport – Facility, and Common Transport Multiplexing. The transmission path permits the transport of calls in the originating direction (from the calling party's end office switch to the tandem, including via the Company's End Office switch(es)) and in the terminating direction (from the tandem to the End Office switch), but not simultaneously. The voice-frequency transmission path may be comprised of any form or configuration of plant 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.

**(1) Transmission**

Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport -Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

**(2) Tandem Switching**

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions, such as the functional equivalent of ILEC tandem switching functions.

**(3) Common Transport Multiplexing**

Common transport multiplexing equipment is utilized at the end office side of the access tandem between the access tandem and the subtending end offices. This rate is assessed on a per-MOU basis.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.3 Rate Categories (Cont'd)****3.3.2 End Office****(1) Local Switching**

Local Switching provides the local end office switching functions, or the functional equivalent of the ILEC local end office switching functions, necessary to complete the transmission of Switched Access traffic to and from calling and called parties, including End Users.

**(2) Common Trunk Port**

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

**3.3.3 Carrier Common Line Access Service**

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to calling or called parties to furnish Intrastate telecommunications service. The Telephone Company may provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service.

**3.3.4 800 Data Base Access Service**

800 Data Base (800 DB) Access Service is an originating service utilizing Trunkside Access which provides for the forwarding of calling party dialed 8YYNXXXXXX calls to a customer based on the dialed 8YY number. The basic query includes the 8YY number identification and the appropriate area of service routing for an 800 number based on the geographic origination of the call. The 800 customer may choose to have a call delivered to a single End User termination or multiple End User terminations based on a specific LATA, NPA, NPA/NXX, or up to any combination of the same.

**3.3.5 Toll Free Inter-Exchange Delivery Service**

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports toll free traffic originated by any third party, including CLECs, ILECs, CMRS providers, and VoIP providers. Switched Transport and Query elements apply based on the functions provided.

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

3.4 Access Ordering

3.4.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - (1) Customer name and premises address(es);
  - (2) Billing name and address (when different from Customer name and address); and
  - (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
  - (1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.4 Access Ordering (Cont'd)****3.4.2 Access Service Date Intervals (cont'd)****B. (cont'd)**

(2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

- a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b) There is no existing facility connecting the Customer premises with the Company; or
- c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**3.4.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.5 Special Construction or Special Service Arrangements**

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this tariff.

**3.6 Rate Regulations**

There are three types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth herein.

- A. **Monthly Rates** are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- B. **Usage Rates** are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.
- C. **Nonrecurring Charges** are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, installation of optional features or service rearrangements.

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

## 3.6 Rate Regulations (Cont'd)

## 3.6.1 Measurement and Billing of Access Minutes

- A. When recording originating calls over Switched Access Service with SS7 signaling, or its functional equivalent, usage measurement begins with the receipt of an exit message by the switch. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first. For terminating calls over Switched Access Service with SS7 signaling, or its functional equivalent, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the called party. 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 Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- B. Mileage, where applicable, will be measured in accordance with standard industry practices.
- C. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).
- D. Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)****3.6 Rate Regulations (Cont'd)****3.6.2 Moves**

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

- (1) The point of termination at the Customer's premises, or
- (2) The Customer's premises

B. 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:

(1) **Moves Within the Same Building**

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

(2) **Moves to a Different Building**

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

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

3.6 Rate Regulations (Cont'd)

3.6.3 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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

## 3.7 Access Service Rates and Charges

## 3.7.1 All Service Areas

A.	Tandem Switching	
	Originating, per minute of use	\$0.001177
	Terminating, per minute of use	Note 1
B.	Tandem Switched Transport - Termination	
	Originating, per minute of use	\$0.000176
	Terminating, per minute of use	Note 1
C.	Tandem Switched Transport – Facility	
	Originating, per minute of use per mile	\$0.000023
	Terminating, per minute of use	Note 1
D.	Common Transport Multiplexing (DS3/DS1)	
	Per minute of use	\$0.000387
	Terminating, per minute of use	Note 1
E.	Common Trunk Port	
	Originating, per minute of use	\$0.000800
	Terminating, per minute of use	Note 1
F.	Local Switching	
	Originating, per minute of use	\$0.002136
	Terminating, per minute of use <sup>1</sup>	Note 1
G.	Database Charges	
	800 Query	
	Basic, per query	\$0.004210
	POTS translation, per query	\$0.003830

Note 1: See the Company's Federal Access Tariff, FCC Tariff No. 1, Section 3.7, posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=721>.

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Issued: November 24, 2015

Effective: December 24, 2015

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## SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

## 4.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

## 4.2 Special Service Arrangements

4.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical and at Company's discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

## 4.3 Non-Routine Installation Charges

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

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)****4.4 Special Construction Charges****4.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (4) in a quantity greater than that which the Company would normally construct;
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.