Specialized Common Carrier Service

Regulations and Rates

of

COX NEBRASKA TELCOM, LLC
d/b/a Cox Communications
d/b/a Cox Business Services

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate common carrier telecommunications services by Cox Nebraska Telcom, LLC ***d/b/a Cox Communications, d/b/a Cox Business Services*** ("Cox") for originating and terminating End User's and Customer's calls within Nebraska. (T) (T)

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CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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APPLICATION OF ACCESS SERVICE TARIFF (N)

The Cox Intrastate Access Service Tariff ("Tariff") sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Access Services by Cox Nebraska Telcom, LLC d/b/a Cox Communications, d/b/a Cox Business Services (hereinafter referred to as "Cox" or "the Company") in the State of Nebraska. Services, features and functions will be provided where facilities, including but not limited to, billing and technical capabilities, are available.

The provision of Cox Access Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other tariffs or service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges set forth herein, this Tariff is subject to specific regulations as may be prescribed by the Nebraska Public Service Commission. (N)

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule, or condition.

(I) To signify an increase.

(M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify reduction.

(S) To signify reissued material.

(T) To signify change in wording of text but not change in rate, rule, or condition.

(Z) To signify a typographical correction.

ABBREVIATIONS

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.

DCS - Digital Cross Connect System.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

ABBREVIATIONS (Cont'd.)

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

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

FOC- Final Order Confirmation.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT"D.)

ABBREVIATIONS (Cont'd.)

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Available.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

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

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

POP - Point of Presence.

COX - Cox Nebraska Telcom, LLC (T)

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(M)

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this Tariff:

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

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

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

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

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

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

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

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

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission – Nebraska Public Service Commission.

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

Company – Cox Nebraska Telcom, LLC (T)

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

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

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

Customer Point of Presence - The physical location associated with the Customer's Communication System.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

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

Entry Switch - First point of switching.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

Facility(ies) - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff. (T)

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

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

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

HUB – The end office from which the Customer Designated Premises would normally obtain dial tone from the company. (N) (N)

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

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

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

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

Message - A Message is a Call as defined above.

N/A - Not Applicable.

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

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

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

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

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

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

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

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SECTION 1 - DEFINITIONS (CONT'D.)

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

Special Access - See Dedicated Access.

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

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

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

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

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

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

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

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

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

2.1.1 Scope (N)

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Nebraska under the terms of this Tariff. (C)

2. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, 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. (C)

2.1.2 Limitation on Service (T)

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

2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this Tariff or the law. (T)

3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections. (T)

4. 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. (M)/(T) (M)

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

2.1 Undertaking of the Company, cont'd. (N) (M) | (M) (T)

2.1.3 Assignment or Transfer

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

2.1.4 Location of Service (M)/(T)

Service originates or terminates at locations within the State of Nebraska specified in the individual service descriptions in this Tariff.

2.1.5 Use of Service /(T)

1. Service may be used for any lawful purpose by the Customer or by any End User. /(T)
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company. /(T)
3. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state or local laws. /(T) (M)

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

2.1 Undertaking of the Company, cont'd. (N)

2.1.6 Provision of Equipment and Facilities

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

2. The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

4. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's employees or its agent to the premises of the Customer when the service difficulty or trouble results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

   - the reception of signals by Customer provided equipment; or

   - network control signaling where such signaling is performed by Customer-provided network control signaling equipment. (N)

(D)

(D)

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

2.1 Undertaking of the Company, cont'd. (N)

2.1.7 Liability of the Company (M)/(T)

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

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

3. When the services or facilities of other common carriers or private systems 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 private systems, or their respective agents, servants or employees. /(T)

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 applicable state or federal laws or regulations /(T)

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 /(T) (M)

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

2.1 Undertaking of the Company, cont'd. (N)

2.1.8 Discontinuance and Restoration of Service (T)

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

1. Cancellation by the Customer (T)

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

2. Cancellation by the Company (T)

A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.

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

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

D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction. (M)

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

2.1 Undertaking of the Company, cont'd. (N)

2.1.8 Discontinuance and Restoration of Service, cont'd.

(M)

(M)

3. Restoration of service (M)

A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.

B. Restoration of disrupted services shall be in accordance with the Federal Communication Commission and Commission's Rules and Regulations, which specify the priority system for such activities. (M)

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

(M)

(M)

2.2 Obligations of the Customer (M)

2.2.1 Damages

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

2.2.2 Ownership of Facilities

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

2.2.3 Equipment Space and Power

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

2.2.4 Cancellation of Application for Service (T)

Where the Customer or applicant cancels an application for service prior receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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

2.2 Obligations of the Customer, cont'd.

(M)/(T)

2.2.5 Liability of the Customer

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

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and /(T)

2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and /(T)

3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company. /(T) (M)/(T)

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

2.2 Obligations of the Customer, cont'd.

2.2.6 Testing (M)

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

2.2.7 Design of Customer Services

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

2.2.8 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. (M)

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

2.2 Obligations of the Customer, cont'd.

2.2.9 ASR Requirements (N)

The Customer shall order all Access Services as described in this Section. Unless otherwise noted elsewhere in this Tariff, all services offered under this Tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will follow industry Access Service Order Guidelines.

ASRs for both Switched and Special, must specify the CDP, type of service (e.g. DS1 or DS3), the channel interface, and any optional arrangements desired. In addition, ASRs for Direct-Trunked Transport must specify any Hubs involved and the end office, when direct routing to an end office is desired.

ASRs for Direct-Trunked Transport must also specify the number of trunks at the end office, major traffic types and directionality. Ordered quantities shall be specified by originating and terminating direction and by traffic type (e.g. MTS/MTS-type or WATS/WATS-type). Where the Customer desires to segregate its originating traffic into separate trunk groups by type of traffic, the Customer must specify the ordered quantities by trunk group and by traffic type.

When a Customer orders Switched Access for mixed interstate and intrastate usage, the Customer shall provide an estimate of the total usage which will be interstate by traffic type, e.g. 1+, 011+, 8XX, 900 Access Service. If the Customer fails to provide this estimate, all usage will be allocated as 50% interstate and 50% intrastate. The Customer or the Company allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until the service is activated and a more accurate determination can be provided as specified in Sections 2.2.10, Jurisdictional Report Requirements, and 2.2.11.1, Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access, following. (N)

2.2.10 Jurisdictional Report Requirements (N)

1. Jurisdictional Reports (M)/(T)

A. Percent Interstate Usage (PIU) (N)

1. For purposes of developing the projected interstate percentage for FGD, the Customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state. (N) (N)

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

2.2 Obligations of the Customer, cont'd.

(N)

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

A. Percent Interstate Usage (PIU), cont'd.

2. When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use Customer reported Percent Interstate Usage (PIU) factors to determine the jurisdiction of those minutes of use.

   Where the Company does not have sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will:

   - Apply the PIU based on the latest jurisdictional report as provided by the Customer and as set forth in C. following.

   - Where the Customer has not provided a jurisdictional report, the Company shall use the original estimate of total usage as set forth in 2.2.9, ASR Requirements, preceding.

   - Where no estimate of total usage has been provided, the PIU shall be allocated as 50% interstate and 50% intrastate.

   The information used will be used until the Customer provides an updated PIU factor as set forth in 3 of this subsection A, following. No prorating or back billing will be done based on the updated report.

(N)

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

2.2 Obligations of the Customer, cont'd.

(N)

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

A. Percent Interstate Usage (PIU), cont'd.

3. When the Customer initially orders Switched Access Service(s) the Customer will state in its order (Access Service Request "ASR") a PIU factor. This factor will be used by the Company as the customer-provided PIU factor until the Customer provides updated PIU factors as required in this subsection. For each service listed below, the customer may provide separate PIU factors in accordance with 1 and 2 of this subsection A, preceding.

   When a Customer submits an order for Switched Access services, the Customer must state the Percentage Interstate Usage (PIU) on a statewide, or at a minimum at a LATA level.

   When the Customer provides PIU factors, the Company will subtract the developed PIU from 100 and the difference is the PIU. The sum of the interstate and intrastate percentages will equal 100 percent. The Customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

   Where the Customer provides access services to other carriers, the Customer will develop it's projected PIU factor based upon a weighted average of the PIUs of its own and of the other carriers' end user traffic in accordance with the procedures below.

   - The PIU will be applied to the appropriate Carrier Common Line, End Office Switching, Information Surcharge, and Interconnection Charge.

   - The PIU for Switched Access services must be provided by the Customer of record when used in conjunction with Signaling. (N)

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2.2 Obligations of the Customer, cont'd.

(N)

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

B. Jurisdictional Report Updates

The Customer shall update the interstate and intrastate jurisdictional reports on a quarterly basis. The reports will be based on the prior three months and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service. These factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received.

The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply an updated quarterly report or letter, the Company will assume the Customer-provided PIU factors to be the same as those provided in the last quarterly report or letter accepted by the Company.

For those instances wherein a quarterly report or letter has never been received from the Customer, the Company will apply the factors as set forth in 1.A.2, preceding.

A Customer may file jurisdictional reports aggregated usage at a statewide, or at a minimum LATA level. (N)

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

2.2 Obligations of the Customer, cont'd. (N)

2.2.10 Jurisdictional Report Requirements, cont'd.

2. Maintenance of Customer Records

The Customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percentage provided to the Company as set forth in 2.2.10.1, Jurisdictional Reports, preceding, for Switched Access Service. Such records shall consist of the following:

A. All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed Customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;

B. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flow charts, source code, etc.) relating to such systems must also be made available. (N)

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2.2 Obligations of the Customer, cont'd.

2.2.10 Jurisdictional Report Requirements, cont'd.

(N)

3. Jurisdictional Reports Verification

The Company may request the Customer to verify their jurisdictional reports. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Company will request the Customer to provide the records of call detail and other information as specified in 2.2.10.2, Maintenance of Customer Records, preceding, that the Customer uses to determine the percentage of interstate and intrastate use in some or all of the states where the Customer has provided such factors. No more than one verification request per state will be made per year.

A. If the PIU factors filed by the Customer cannot be validated by the data provided, and the data provided by the Customer is sufficient to calculate a PIU factor different than the Customer's reported PIU factor, the Company will use these records to:

- revise the Customer's PIU factor,

- calculate the interstate and intrastate access charges that should have been billed to the Customer for the prior period specified in 2, Maintenance of Customer Records, of this subsection preceding, that the inaccurate PIUs had been used and debit or credit the Customer for the difference between the charges that should have been billed with the default PIU and the charges that were billed.

(N)

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

2.2 Obligations of the Customer, cont'd.

(N)

2.2.10 Jurisdictional Report Requirements, cont'd.

3. Jurisdictional Reports Verification, cont'd.

B. If the Customer fails to supply data as specified in 2, Maintenance of Customer Records, of this subsection, preceding, within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:

1. The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the Customer.

2. The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the Customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the Customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the Customer-provided PIU factors. (N)

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

2.2 Obligations of the Customer, cont'd.

(N)

2.2.10 Jurisdictional Report Requirements, cont'd.

4. Contested Jurisdictional Reports

If the Company determines that the Customer-provided PIUs are inaccurate, after reviewing the data provided by the Customer, then the Company will report the results of the analysis to the Customer by Certified U.S.Mail (return receipt requested). The Company will request that the Customer provide updated PIU factors consistent with those contained in the Company's report.

If the Company applies the revised or default PIU factor to the Customer's account as provided in 3, Jurisdictional Reports Verification, of this subsection preceding, in lieu of the Customer-provided PIU factor, the Customer may contest application of the default PIU by providing written notification, by Certified U.S. mail (return receipt requested), to the Company within thirty (30) calendar days from the date the revised or default PIU is applied or the date that the Company provides notice to the Customer of its decision to apply the revised or default PIU. The Customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option of law or at the Nebraska Public Service Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains its principal place of business or at a location within the Company's operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law, both statutory and case, of the state in which the arbitration hearing is held, including but not limited to the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU for each state for each category of traffic based on the standards in 1, Jurisdictional Reports, of this subsection, preceding. (N)

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

2.2 Obligations of the Customer, cont'd.

2.2.11 Description and Application of Rates (N)

1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access (M)/(T)

When mixed interstate and intrastate Switched Access Service is provided, all charges will be prorated based on the jurisdictional distribution of access minutes as set forth in 2.2.9, ASR Requirements, and 2.2.10, Jurisdictional Report Requirements, preceding. The portion of a Switched Access Service to be charged as intrastate is determined in the following manner. /(C) /(C) /(C)

- For monthly and nonrecurring rate elements, multiply the percent intrastate use times the quantity of each chargeable element times the stated tariff rate per element. /(C) /(C)

- For usage rated elements, multiply the percent intrastate use times the total usage, either measured or assumed, rounded to whole access minutes times the appropriate tariff rate element. /(T) (M)

2. Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (M)

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.20.7 following.

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

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

- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service. (M)

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(M)
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(M)

2.3 Billing and Payment Arrangements (T)

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

(D)
|
(D)

2.3.1 Taxes (M)

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

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

2.3 Billing and Payment Arrangements, cont'd. (T)

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

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

2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company. (T)

2.3.3 Term Agreements (M)/(T)

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

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2.3 Billing and Payment Arrangements, cont'd. (T)

2.3.4 Minimum Period (M)/(T)

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

1. Minimum Period Charge (N)

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

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

A. All unpaid Nonrecurring Charges reasonably expended by the Company to establish service to the Customer, plus;

B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party by the Company on behalf of the Customer, plus;

C. All Recurring Charges specified in the applicable Service Order for the balance of the ten current minimum period;

D. Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

In addition to the Minimum Period Charge, Termination Liabilities may apply for services ordered under a term agreement, if applicable. (N)

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2.4 Claims and Disputes (T)

In the event that a billing dispute occurs concerning any charged billed to the Customer by the Company, the Customer ***must*** submit a documented ***written*** claim for the disputed amount ***within sixty (60) days of receipt of billing for the disputed services***. If the Customer does not submit a claim as stated above, the Customer waives all rights to file a claim on the disputed amount of that bill cycle thereafter. (C) (C)

Disputes must be sent to the Cox email address on the invoice. (N)

In order for a dispute to be considered "valid", Customers must submit disputes with sufficient documentation to support the claim. Claims with insufficient documentation to process will be rejected by Cox and the Customer will be contacted and notified of such. Payment in full will be expected at that time.

Sufficient documentation consists of the following information, where such information is relevant to the dispute:

Special Access and Switched Access Circuits

- The nature of the dispute (i.e., incorrect rate, incorrect circuit; type (incorrect mileage, etc.), including basis for dispute;
- Circuit ID(s)
- Billing Account Number(s) (BANs) assigned by Cox;
- Amount of money in disputed by jurisdiction; and
- Invoice Number.

Usage

- Nature of the dispute (i.e. incorrect rate, incorrect minutes-of-use, etc.), including basis for dispute;
- Type of usage (i.e., originating or terminating, direct or tandem routed);
- Cox end office where the OU originated or terminated (if applicable);
- Number of minutes in dispute by jurisdiction, direction and routing method;
- Billing Account Number(s) (BANs) assigned by Cox
- Amounts of money in dispute by jurisdiction
- Invoice Number.

Cox and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute. This data may include, but is not limited to summarized usage data by date. (N)

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

2.4 Claims and Disputes, cont'd. (T)

(N)

If Cox determines that the dispute is not valid and the Customer disagrees with the decision, the parties agree to meet in an attempt to reach an understanding of each party's position and recommendation for resolution by either or both sides and establish a series of follow-up meetings, if necessary. If, after sufficient informal meetings have occurred with no resolution in sight and the parties still disagree on the billing, the Customer and Cox will escalate the dispute as set forth in 2.4.1, following. If the Customer refuses to engage the dispute at its higher level, the Customer will be required to remit payment for the disputed charges, including late payment charges, to Cox by the next billing cycle, or Cox will escalate the dispute as outlined in 2.4.2, following.

2.4.1 Resolution of the dispute, or a plan to resolve the dispute, is expected to occur at the first level of management within sixty (60) calendar days resulting in a recommendation for settlement of the dispute and closure of the issue. If the dispute is not resolved within the allotted time frame, the following resolutions procedure will be implements:

1. If the dispute is not resolved within sixty (60) calendar days of receipt of an acceptable documented claim, or ongoing meetings to settle the dispute are not occurring or are deemed non-productive, the dispute will be escalated to the Regulatory contact(s) for each of the respective parties for resolution. If the dispute is not resolved within thirty (30) calendar days after involvement of Regulatory, the dispute will be escalated to the next higher level of management for each of the respective parties for resolution.

2. Each party will provide to the other Party an escalation list for resolving billing disputes at the time of the dispute is escalated to their respective Regulatory departments. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in 2.4.1.1 preceding.

3. If the dispute is not resolved within sixty (60) days of receipt of an acceptable documented claim or if either Party is deemed to not be operating in good faith to resolve the dispute, the Formal Dispute Resolution process outlined in section 2.4.3, Formal Dispute Resolution, following may be invoked. (N)

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

2.4 Claims and Disputes, cont'd. (N)

2.4.2 Resolution of Dispute (N)

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, ***Cox shall credit the Customer's bill for the amount of the disputed charges.*** No interest credits or penalties will apply. (M)/(T) /(T)

2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, ***Cox will credit the Customer's bill within sixty (60) days of the resolution of the dispute***. /(T) /(T) /(D)

3. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer. /(T)

4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply. /(T)

5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer shall pay Cox the disputed amount and any associated late payment charges as set forth in section 2.3, Billing and Payment Arrangements, preceding, by the next billing due date after resolution of the dispute. /(T) /(T) (M)

6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.4. (N) (N)

2.4.3 Formal Dispute Resolution (N)

All unresolved disputes arising out of the provision of services under this Tariff may be submitted to the Commission for resolution in accordance with its dispute resolution process. The outcome of such process will be binding on the parties, subject to any right to appeal a decision reached by the Commission under applicable law. The Company and the Customer will notify one another in the even that this route is taken. (N) (N) (N) (N) (N)

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2.5 Payment of Deposits (T)

2.5.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit with the Company and has no history of late payments to the Company. (T)

2.5.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirements as to prompt payment in accordance with the terms of this Tariff. (T)

2.5.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit held by the Company will be credited to the Customer's account and any credit balance which may remain will be refunded to the Customer. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of service to the Customer. (T)

2.5.4 In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. (T)

2.5.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request. (T)

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

2.6 Inspection, Testing and Adjustment (T)

2.6.1 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 Customer's departure from or the Company's reasonable suspicion of the Customer's departure from any of these terms and conditions. (T)

2.6.2 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. (T)

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2.7 Interconnection (T)

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

2.7.2 Interconnection with the services or facilities of other common carriers or with private systems shall be under the applicable terms and conditions of this Tariff and the other common carrier's tariffs. (T)

2.7.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. (T)

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

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

The application of rates for Switched Access Service is described in Section 3.4, Rate Categories, following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services. (T) (T)

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

3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision (N)

Switched access is furnished in quantities of trunks. For purposes of providing IXC (C)
connection for provision of their long distance services to Cox end users, Cox provides (C)
trunks via Feature Group D Access as described in Section 3.2.2, Service Descriptions, following.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

Feature Groups are arranged for originating, terminating or two-way calling, based on (N)
the Customer's order specifications. Originating calling permits the delivery of calls from (N)
telephone exchange service locations to the Customer's premises. Terminating calling (N)
permits the delivery of calls from the Customer's premises to telephone exchange (N)
service locations. Two-way calling permits the delivery of calls in both directions, but (N)
not simultaneously. (N)

3.2.1 Manner of Provision (T)

Switched Access is provided in three service categories. These are Switched Access (C)
Feature Group D, Switched Access 900 Access Service, and 8XX Data Base Query (C)
Service.

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

3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd. (N)

3.2.2 Service Descriptions

1. Feature Group D

A. General

There are various Switched Access features available with Feature Group D (FGD). These features are described in section, 3.3.1, Local Switching-Common Switching Features, following. These features are available at Company equipped end office switches.

1. FGD is provided at Company designated end office switches.

2. FGD is provided as trunk side switching through the use of end office switch trunk equipment.

3. The Company will establish a trunk group or groups for the Customer at end office switches where FGD switching 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. (N)

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3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd. (N)

3.2.2 Service Descriptions, cont'd.

1. Feature Group D (FGD), cont'd.

B. Originating FGD

1. Originating FGD may be utilized in conjunction with the following access services provided under this Tariff:

   - 8XX Data Base Query Service
   - 900 Access Service
   - 950 Access Service

2. The uniform access code for FGD switching is 101XXXX. (The XXXX represents a unique four-digit Carrier Identification Code (CIC) for each access Customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the Customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, or 911 for access to the Telephone Company's emergency reporting service. FGD Switched Access Service may be originated by using a 950-XXXX access code if the Customer requests the FGD with 950 Access feature. (N)

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3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd. (N)

3.2.2 Service Descriptions, cont'd.

1. Feature Group D (FGD), cont'd.

B. Originating FGD, cont'd.

3. No access code is required for calls to a Customer over FGD Switched Access Service. The Customer's end user is not required to dial an access code for originating 8XX Toll Free or 900 Access Codes. The Company will block 8XX Toll Free and 900 Access Service calls dialed with an access code.

4. Where no access code is required, the telephone number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

C. Terminating FGD

1. When directly routed to an end office, only those valid NXX codes served by that office may be accessed.

2. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance, exchange telephone repair service, service code 911 or 101XXXX access codes. (N)

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3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd. (N)

3.2.2 Service Descriptions, cont'd.

2. Service Access Code (SAC) Access Service

A. Service Access Code (SAC) Access Service is provided at Company appropriately equipped end offices.

B. Originating SAC Access Service is a trunk side switched service that is available to the Customer via SAC Access Service trunk groups. The appropriate Customer Identification Function, as specified in Section 3.2.2.2.F of this subsection, following, must be ordered in conjunction with each SAC Access Service trunk group. SAC Access Service traffic at the option of the Customer can be carried on the same group with non-SAC Access traffic.

C. The manner in which SAC Access Service is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access or not equipped with equal access capabilities). When SAC Access Service is provided from an end office equipped with equal access capabilities, all such service will be provisioned in accordance with the technical characteristics available with FGD except when more than one Company hub office is employed in the transport of a SAC Access Service call.

D. For SAC Access Service traffic originating from equal access end offices with the Customer Identification Function capabilities, FGD parameters as specified in 3.2.2.1, Feature Group D, preceding, applies.

E. 8XX Toll Free Access - Customer Identification Function
This function utilizes 8XX Data Base Query Service, as described in Section 3.4.4, 8XX Data Base Query Service, following, to screen all ten digits of all 8XX-NXX-XXXX type calls generated by end users to determine the Customer to which the 8XX call is to be routed. This function is provided in conjunction with 8XX Toll Free Access Service.

F. 900 Customer Identification Function
This function provides for screening of the first six digits of all 900-NXX-XXXX type calls generated by end users to determine the Customer to which the call is to be routed. This function is provided in conjunction with 900 SAC Access Service and with FGD. (N)

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

3.3 Switched Access Features (N)

3.3.1 Local Switching – Common Switching Features

1. Feature Descriptions

A. Carrier Identification Code (CIC)

- Available with FGD
- This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

B. Carrier Identification Code Parameter (CIP)

- Available with FGD that has SS7 Signaling in suitably equipped end office switches.
- Provides for the transmission of the Carrier Identification Code (CIC) to the Customer within the Initial Address Message (IAM) of an originating FGD call. This optional feature transmits the CIC of the presubscribed carrier or the CIC selected when the end user originated a call using a 101XXXX access code. CIP is available at the end office and is billed on a per call basis. Technical Specifications for CIP are set forth in Technical Reference GR-394-CORE.

C. Carrier Selection Parameter (CSP)

- Available with FGD
- Provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the end user did or did not dial 101XXXX. This feature is provided with SS7 signaling. (N)

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3.3 Switched Access Features, cont'd. (N)

3.3.1 Local Switching – Common Switching Features, cont'd.

1. Feature Descriptions, cont'd.

D. FGD Switched Access with 950-XXXX Access is an optional arrangement that provides for the routing of originating calls using a Customer's 900-XXXX access code(s) to the Customer over the Customer's FGD trunks. All such calls will be rated as FGD switched access calls.

This optional arrangement used FGD signaling protocals and technical specifications. The 950-XXXX traffic can be routed over FGD trunks combined with the Customer's standard FGD traffic directly to the CDP. The Customer must be able to differentiate standard FGD calls from 950-XXXX calls delivered over the same FGD trunks.

E. Calling Party Number

This feature includes the transport in the originating direction of the Calling Party Number (CPN) Parameter where technically feasible and where the Company has made CPN privacy restriction available to the originating end user. The CPN Parameter provides for the automatic transmission of the ten-digit directory number, associated with a calling station, to the Customer's premises for calls originating in the LATA. The ten-digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The CPN will be coded as presented, or restricted via a "privacy indicator" for delivery to the called end user. The CPN Parameter must be transported without alteration or modification to the connecting carrier, the terminating Company, or an end user when the Customer has a direct connection. Customers must honor and transmit the unaltered "privacy indicator" within the CPN Parameter. (N)

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

3.4 Rate Categories

There are four rate categories which apply to Cox Switched Access Service: (C)

- Switched Access Transport (T)
- Local End Office Switching (T)
- 900 Access Service (N)
- 8XX Data Base Access Service

(M)

(M)

3.4.1 Switched Access Transport (T)

The Switched Access Transport rate category provides the transmission facilities and equipment between the Customer's premises and the end office switch(es) or between end office switch(es) and the access tandem. For purposes of determining Switched Access Transport mileage, distance will be measured from the Customer's point of interface (POI) to the end office switch(es). (N)

Switched Access Transport is a two-way communications path comprised of Interoffice facilities (Common Transport) or Direct-End Office Transport that permit the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end office switch), but not simultaneously. The transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining whether the service is to be routed to an end office, whether the service is to be routed via the access tandem, and the directionality of the service.

Switched Access Transport is provided at the rates and charges set forth in 3.10, Rates and Charges, following.

Customers requesting Switched Access Service must specify if Direct-End Office Transport is desired. If Direct-End Office Access Transport is requested, the Customer must specify the type of Direct-End Office Transport facility, i.e., DS3 or DS1 to be used. (N)

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3.4 Rate Categories, Cont'd. (T)

3.4.1 Switched Access Transport, cont'd. (N)

Switched Access Transport is comprised of a Common Transport rate category and a Direct-End Office Transport rate category as described below: (N) (N)

1. <u>Direct-End Office Transport Rate Category</u> (M)/(T)

Direct-End Office Transport permits the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end office switch), but not simultaneously. (M)/(T) (M)/(T) (M)/(T) (M)/(T)

2. <u>Tandem Routed (Common) Transport Rate Category</u> (T)

The Tandem Routed Transport rate category provides for transmission facilities between the Company End Office and an alternate tandem provider's network. This rate category is comprised of a Fixed Per Minute-of-Use rate element and a Per Minute-of-Use, Per Mile rate element. (C) (C) (C) (C)

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3.4 Rate Categories, Cont'd. (T)

3.4.1 Switched Access Transport, cont'd. (N)

3. Switched Access Transport Facilities

The types of facilities available to the Customer for Direct Trunked or Tandem Routed Transport Switched Access Service are High Capacity DS1 and DS3. Following is a brief description of each type of facility. Each type has its own characteristics and is available, in suitably equipped offices, with multiplexing options as set forth in 3.4.1.4.A, Multiplexing, following.

A. DS1 Facility
A DS1 facility is capable of transmitting signals at a nominal 1.544 Mpbs, with the capability to channelize to 24 voice-frequency transmission paths.

B. DS3 Facility
A DS3 is capable of transmitting signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

4. Chargeable Optional Features

A. Multiplexing

This rate category provides for the multiplexing necessary to channelize digital facilities to individual services requiring a lower capacity or bandwidth. Rates are applied on a per arrangement basis and include fixed monthly recurring and nonrecurring charges as set forth in Section 3.10, Rates and Charges, following.

Multiplexing arrangements ordered with a Direct-Trunked Transport facility at an end office are associated with the facility with the higher capacity or bandwidth (i.e., a DS3 to DS1 multiplexing arrangement is associated with the facility using a DS3 connection).

1. DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight channels utilizing time-division multiplexing. DS3 to DS1 multiplexing is available as a chargeable optional feature for Direct-Trunked Transport facilities. (N)

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3.4 Rate Categories, Cont'd. (T)

3.4.2 Local End Office Switching (M)/(T)

The Local End Office Switching rate categories provide for the local end office switching, the termination of Switched Access Transport at end offices, the termination of common transport trunk facilities at end office switch(es), and intercept functions. (N)

1. The Local Switching element provides functions for Company Switched Access FGD, Switched Access 900 Access Service, and Switched Access 8XX service traffic originating from or terminating to an equal access end office. It also provides for termination of Tandem Routed Transport trunk facilities at end office switched.

   This rate category includes usage sensitive rates and both chargeable and non-chargeable optional features. The usage sensitive rates are applied on a per Minute-of-Use basis (MOU). Rates are set forth in Section 3.10, Rates and Charges, following. (N)

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3.4 Rate Categories, Cont'd.

3.4.3 Switched Access 900 Access Service (N)

900 Access Service is an originating service with trunk side switched access service. The service provides a customer identification function based on the dialed NXX. Calls originating in a LATA in which a Customer has not ordered 900 Access Service will be blocked. (N)

3.4.4. 8XX Data Base Query Service (M)/(T)

8XX Data Base Query Service, offered in conjunction with 8XX Toll Free Access Service, (M)/(C)
performs the 8XX Customer Identification Function, as described in 3.2.2.2.G, 8XX Toll (M)/(C)
Free Access, preceding, to determine the customer to whom the 8XX calls should be (N)
routed. For all 1+8XX-NXX-XXXX calls originated by an end user, the Company will perform the customer identification function using a Company 8XX Data Base to screen the dialed ten digits of the 8XX call to determine the customer selected by the 8XX subscriber to carry that call. Once customer identification has been established through 8XX Data Base Query Service, the 8XX call will be routed to the selected customer for completion.

The 8XX subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS).

The 8XX Data Base Query Charge will be applied for each 8XX call query received at the Company's (or its provider's) 8XX data base. Rates associates with this element are reflected in Section 3.10.4 following. (N)

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3.5 Obligations of the Company

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

3.5.1 Network Management

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

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3.5 Obligations of the Company, cont'd.

3.5.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

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3.5 Obligations of the Company, cont'd.

3.5.2 Design and Traffic Routing of Switched Access Service, cont'd.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.5.3 Provision of Service Performance Data

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

3.5.4 Trunk Group Measurements Reports

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

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3.6 Obligations of the Customer

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

3.6.1 Report Requirements

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

A. ASR Requirements (N)

The Customer shall order all Switched Access as described in Section 2.2.9, ASR Requirements, preceding. (N) (N)

B. Jurisdictional Report Requirements (T)

Provisions for Jurisdictional Report Requirements are as set forth in 2.2.10, preceding. (C)

C. Code Screening Reports (T)

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.5.1, Network Management, may be implemented at the Company's option to ensure acceptable service levels. (T) (T)

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3.6 Obligations of the Customer, cont'd.

3.6.2 On-Hook and Off-Hook Supervision

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

3.6.3 Identification and Rating of VoIP-PSTN Minutes of Use (MOUs)

1. Scope (D) (N)

This section governs the identification and rating of intrastate VoIP-PSTN MOUs.

VoIP-PSTN Traffic is defined as traffic exchanged between a Cox local subscriber and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.

The rating of intrastate access MOUs (unless the parties have agreed otherwise) is compliant with the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov.18, 2011) ("FCC ICC Order") and the FCC Second Order on Reconsideration (FCC 12-47), adopted April 24, 2012.

2. Rating of VoIP-PSTN Traffic

In accordance with the FCC Orders this section establishes the originating and terminating rates for intrastate access MOUs.

The terminating rates are established as provided in Cox Communications Tariff FCC No. 4. (D)

The originating rates are established as follows:

The originating rates for intrastate toll VoIP-PSTN MOUs identified in accordance with this tariff section are established as provided in Cox Communications Tariff FCC No. 4.

The originating rates for intrastate toll traffic other than VoIP-PSTN MOUs are compensated at the rates in 3.10 following. (N)

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

3.6.3 Obligations of the Customer, cont'd.

3. PVU Factor

The customer will calculate and furnish to Cox a factor (the PVU-Customer or "PVU-C") representing the percentage of the total originating intrastate access MOUs received from a Cox local subscriber in Nebraska that the customer terminated in IP format. The PVU-C 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.

Cox will develop a factor (the PVU-Provider or "PVU-P") which shall be based on information reported by Cox on its most recent FCC Form 477.

The PVU-C will be used in conjunction with the PVU-P to calculate the PVU that will be used on the customer's account to allocate originating intrastate MOUs to be rated as originating intrastate toll VoIP-PSTN MOUs.

4. Determination of VoIP-PSTN Traffic

Cox will use the PVU-C and PVU-P factors to calculate an individual PVU factor that represents the percentage of total originating intrastate access MOUs exchanged between a Cox local subscriber and the customer either originated in IP format at Cox's end or terminated in IP format at the customer's end, or IP format at both ends. The individual originating PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-P factor times (1.0 minus the PVU-C factor).

The PVU factor shall be used to determine the portion of originating intrastate MOUs exchanged between a Cox local subscriber and the customer to be rated as originating intrastate toll VoIP-PSTN MOUs.

5. PVU Defaults

If an originating PVU-C factor is not submitted by the customer the PVU shall be set equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for the state or if a state report is not available, the percentage of VoIP subscribers for the United States until the information is received. (N)

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

3.6.3 Obligations of the Customer, cont'd.

6. PVU Updates

The customer shall update its originating PVU-C to Cox each quarter, based on data from the preceding quarter. The originating PVU-C shall be submitted no later than the 15th day in the months of January, April, July, and October of each year. The updated quarterly originating PVU-C will be used in conjunction with Cox's most current PVU-P to calculate the updated PVU factor. No later than 30 days from receipt of the originating PVU-C, the new PVU will apply prospectively to the customer's next applicable bill cycle and serve as the basis for determining VoIP-PSTN MOUs until superseded by a new quarterly originating PVU-C.

The PVU-P factor shall be updated semi-annually when a new FCC Form 477 is released by Cox.

When the default PVU is set for a customer, the factor will be updated when the Local Competition Report is released which will be updated no later than 30 days from the semi-annual release of the new Local Competition Report. The updated PVU factor will apply prospectively to the customer's next applicable bill cycle and serve as the basis for determining VoIP-PSTN MOUs until superseded by a new PVU or until a quarterly originating PVU-C is submitted by the customer.

7. PVU Rebuttal

If the customer believes the PVU factor as determined in 4. 5. or 6. preceding, is incorrect, it may seek to revise the PVU factor by using the dispute process and/or by providing supporting documentation sufficient to establish the calculation of a new PVU. Any changes to the PVU factor pursuant to this process shall be effective as of the next billing cycle after the customer provides the data required for recalculation and Cox determines the customer's supporting documentation is sufficient to establish the calculation of a new PVU. The customer's previously billed MOUs may be adjusted retroactively for a period if mutually agreed as appropriate. (N)

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

3.6.3 Obligations of the Customer, cont'd.

8. PVU Verification

If the PVU is determined in accordance with 4., 5. and 6. preceding, not more than twice in any year Cox may ask the customer to verify the originating PVU-C factor furnished to Cox and the customer may ask Cox to verify the PVU-P factor and/or the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective originating PVU-C, PVU-P and PVU factors.

If the customer does not comply with a request from Cox for verification of the originating PVU-C factor and provide documentation deemed sufficient by Cox within thirty (30) days, the PVU shall be set equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for the state or if a state report is not available the percentage of VoIP subscribers for the United States until such time as customer provides the information required.

(N)

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

3.7 Rate Regulations

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

3.7.1 Types of Rates and Charges (N)

This section contains the specific regulations governing the rates and charges that apply for Switched Access including SAC Access service and 8XX Data Base Query service.

There are three types of rates and charges that apply to Switched Access Service. They are nonrecurring charges, monthly recurring rates and usages charges. These rates and charges are applied differently to the various rate elements as set forth in the following: (N)

1. Nonrecurring Charges (T)

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are (T) applicable for installation of services, installation of features and for certain service (T) rearrangements Switched Access 900 Access Service and 8XX Database Query (T) Service. In addition, an Access Order Charge may be applicable as specified in 3.10, (T) Rates and Charges, following. (T)

A. Installation of New Service (N)

Nonrecurring charges apply to each Switched Access service installed and are applied as set forth in 3.10, Rates and Charges, following.

B. Switched Access Ordering Charge

This charge, applied on a per ASR basis, is associated with the work performed by the Company in connection with the receiving, recording and processing of service requests. The Switched Access Ordering Charge applies to all requests to establish Entrance Facilities and Direct-Trunked Transport Facilities. Where Entrance Facilities and Direct-Trunked Transport Facilities are ordered on a single ASR, only one Switched Access Ordering Charge applies.

The Switched Access Ordering Charge also applies to requests to activate additional trunks and/or for any modifications or changes to existing services that are not considered an administrative change as described in G, Nonrecurring Charge for Service Rearrangements, following.

Changes in name or ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service when an interruption or relocation of service is involved. (N)

(D)
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(D)

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

1. Nonrecurring Charges, cont'd. (T)

C. Nonrecurring Charges for Design Changes (N)

A design change is any change to a pending ASR or a change to an existing service that requires engineering review or change. Design changes may include the addition or deletion of end office services optional arrangements or changes in the signaling arrangements. Design changes do not include a change of facility type, IC CDP, end user premises, or end office switch. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with the appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply as set forth in Section 3.10, Rates and Charges, following. The Design Change Charge is in addition to any Switched Access Installation or Ordering charges associated with the change requested.

If a change of service date is required, the Service Date Change Charge in 3.10, Rates and Charges, following, will also apply.

D. Nonrecurring Charge for 900 Access Service NXX Activation Charge

This nonrecurring charge applies for the activation of each 900 Access Service NXX code subsequent to the Customer's initial request for activation of 900 NXX code(s) within the LATA. The charge applies to the activation per NXX code listed on the request per each equal access end office within the LATA. The entity that has been assigned the 900 NXX code(s) will be responsible for the 900 Access Service NXX Activation Charge(s) associated with that code(s).

E. Nonrecurring Charges for 0+900 Access Service Installation

The 0+900 Access Service installation nonrecurring charge applies to Customers who request 0+900 Access Service. The nonrecurring charge will apply on a per end office basis for those end offices within the LATA that require modification to allow 0+900 dialing. The nonrecurring charge will apply whether the request for 0+900 Access Service is concurrent with or subsequent to the initial activations of the NXX code(s). (N)

(M) Material previously appearing on this page has been moved to Original Page No. 47.2 (M)

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

3.7 Rates Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

1. Non-recurring Charges, cont'd. (T)

F. Nonrecurring Charges for Installation of Features (T)

1. A nonrecurring charge applies, per Carrier Identification Code (CIC), when the following features are installed, whether concurrent with or subsequent to the installation of a trunk or trunk group. (C)

   The nonrecurring charge for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When direct routed or tandem routed, the first end office charge always applies. When the feature is requested for multiple end offices on the same access order, the additional end office charge applies per additional end office. If more than one of the asterisked features is requested on the same access order, only the highest end office charge will apply.

   Automatic Number Identification
   Carrier Selection Parameter for FGD
   Feature Group D with 950 Access

2. A nonrecurring charge applies for the installation of the multiplexing feature as follows:

   For the DS3 to DS1 multiplexing, a nonrecurring charge always applies to install this feature.

   When the nonrecurring charge is applicable, it is applied on a per-multiplexer / arrangement basis.

3. For all other features not listed above, a nonrecurring charge will apply only when these features are added or changed subsequent to the installation of the trunk. (C)

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

3.7 Rates Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

1. Non-recurring Charges, cont'd. (T)

G. Nonrecurring Charges for Service Rearrangements (T)

1. Service rearrangements are changes to existing services that do not result in (T) either (1) a change in the minimum period requirements, or (2) a change in (T) the physical location of the point of termination at the Customer's premises or the Customer's end user's premises.

2. Changes that result in (1) the establishment of new minimum period (T) obligations are treated as a discontinuance of the existing service and an (N) installation of a new service and all applicable nonrecurring charges will apply. Changes in (2) the physical location of the point-of-termination are treated as moves as described in 3.7.1.1.H., following.

3. Nonrecurring charges for service rearrangements apply to those additions, changes or rearrangements (excluding disconnection of optional features) made subsequent to the installation of new service.

4. The charge to the Customer for service rearrangement is dependent on whether the change is administrative only in nature or involves an actual technical and/or physical change to the service. When actual physical work is required to rearrange the service, the charge to the Customer is dependent upon where the work is performed to accomplish the requested change.

5. Unless otherwise indicated, rearrangements of trunks, channels or Switched Access Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 3.10, Rates and Charges, following.

6. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges described in A, Installation of Service, preceding, will apply for this work activity. (N)

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

1. Non-recurring Charges, cont'd. (T)

G. Nonrecurring Charges for Service Rearrangements, cont'd. (N)

7. The following administrative changes will be made without charge to the Customer. However, if the Customer's request requires technician or engineering work to be performed, additional labor or engineering charges will apply as set forth in Section 3.10, Rates and Charges, following. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

   - Change of Customer name, (i.e., the Customer of record does not change but rather the Customer of record changes its name, e.g., ABC Communications to All Business Concepts Communications),
   - change of Customer's or Customer's end user premises address when the change of address is not a result of a physical relocation of the service,
   - change in billing data (name, address, and contact name or telephone number),
   - change of Customer circuit identification,
   - change in agency authorization,
   - change of Customer's or Customer's end user contact name or contact telephone number,
   - change in jurisdiction,
   - change of transport service type designation (switched to special or vice versa) that does not require a physical change to the service,
   - change in Customer test line number,
   - change in customer billing account number.

8. Rearrangements of Switched Access features will incur nonrecurring charges specific to the feature being rearranged. (N)

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

1. Non-recurring Charges, cont'd. (T)

H. Nonrecurring Charges for Moves (M)/(T)

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

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

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

1. Moves Within the Same Building /(T)

   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 service period requirements.

2. Moves to a Different Building /(T)

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

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

2. Monthly Recurring Charges

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided, regardless of the rate element usage. Monthly Recurring Charges may be either distance-sensitive or non-distance sensitive. For billing purposes, each month is considered to have 30-days.

A. Switched Access Transport

1. Direct-Trunked Transport

For each Direct-Trunk Transport facility provided, the following rates apply:

- a fixed monthly Facility Termination rate
- a monthly rate per mile

2. Tandem Routed (Common) Transport

Includes both non-distance and distance sensitive charges and is assessed monthly on a per access minute-of-use basis.

Transport Mileage – includes the distance sensitive portion of Switched Transport and is assessed monthly on a per access minute-of-use, per mile basis.

B. Multiplexing

A monthly rate applies to the multiplexing feature as follows:

- For the DS3 to DS1 multiplexer, a monthly rate always applies and is applied on a per arrangement basis.
- For DS1 to DS0 multiplexing, a monthly rate applies on a per System basis.

C. 900 SAC Carrier Identification Code (CIC) Activation

The CIC applies on a per query/per completed call basis for the functionality used to identify the access Customer to whom the call is to be delivered. (N)

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd. (N)

3. Usage Rates

Usage rates are rates that apply only when a specific rate element is ueed. These rates are applied on a per Access Minute of use of per mile basis or on a per call or query basis. Usage charges are accumulated over a monthly period.

Rounding Recorded Access Minutes

FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the recording is made) are accumulated over the billing period for each end office and are then rounded to the nearest access minute for each end office.

A. Feature Group D Usage Measurement

For Originating calls over FGD, usage measurement begins when the last point of switching sends the initial address message to the Customer.

The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customers point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

B. 8XX Data Base Query Service

Query usage charges for 8XX Data Base Query Service are as set forth in 3.10, Rates and Charges, following. (N)

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

3.7 Rate Regulations, cont'd.

(N)

3.7.2 Description and Application of Rates

1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access

Provision for Determination of Intrastate Charges for Mixed Interstate Access are as set forth in 2.2.10, preceding.

2. NXX Translation Nonrecurring Charge

The NXX translation Nonrecurring Charge, as set forth in 3.10, Rates and Charges, shall apply to each 900 NXX code activated or deactivated in a Company switch.

3. Measuring Access Minutes

Feature Group D Usage Measurement
For originating calls over FGD with SS7 Out-of-Band Signaling, usage measurement for direct trunks begins when the FGD first point of switching sends an Initial Address Message.

For terminating calls over FGD with SS7 Out-of-Band Signaling, usage measurement begins when the FGD first point of switching receives answer supervision from the end office switch, indicating the terminating end user has answered and ends when the FGD first point of switching receives or sends a Release Message, whichever occurs first.

4. FGD Switched Access Service with 950-XXXX

When a Customer orders FGD Switched Access Service with 950-XXXX Access, as described in 3.3.1.1.F, FGD with 950 Access, to be included with the installation of new FGD Switched Access facilities, appropriate Switched Access Installation Charges and Switched Access Ordering Charges will apply.

When a Customer orders FGD Switched Access Service with 950-XXXX Access to be added to an existing FGD Switched Access service, only the Switched Access Ordering Charge and the Design Change Charge will apply for the addition of this optional end office service arrangement. (N)

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

3.8 Special Construction (M)/(T)

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

A. where facilities are not presently available;

B. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

C. where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where the service is in a quantity greater than that which the Company would normally provide;

E. where service is requested on an expedited basis;

F. where service is requested on a temporary basis until permanent facilities are available;

G. where the service requested involves abnormal costs; or

H. where service is requested in advance of the Company's normal construction schedule. (M)

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

3.9 Maintenance of Service Charges (N)

1. This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non- routine.

2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 3.10, Rates and Charges, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.

3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 3.10, Rates and Charges, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 3.10, Rates and Charges, following, will apply.

5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 3.10, Rates and Charges, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated). (N)

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

3.10 Rates and Charges (T)

3.10.1 Switched Transport (T)

(N)

		Nonreucrring Charges ($)	Rate Per Month ($)
1.	**Entrance Facility**		
	DS1, per DS1		179.74
	DS3, per DS3		2,112.89
2.	**Direct-Trunked Transport**		
	DS1, 1.544 Mbps.		
	Facility Termination - Fixed		
	0 Miles		--
	Over 0 to 8 Miles		88.28
	Over 8 to 25 Miles		112.52
	Over 25 to 50 Miles		122.28
	Over 50 Miles		134.64
	Facility Termination-Per Mile		
	0 Miles		--
	Over 0 to 8 Miles		13.36
	Over 8 to 25 Miles		14.10
	Over 25 to 50 Miles		14.84
	Over 50 Miles		15.53
	DS3, 44.736 Mbps.		
	Facility Termination - Fixed		
	0 Miles		--
	Over 0 to 8 Miles		838.28
	Over 8 to 25 Miles		803.58
	Over 25 to 50 Miles		806.43
	Over 50 Miles		1,014.70
	Facility Termination-Per Mile		
	0 Miles		--
	Over 0 to 8 Miles		138.47
	Over 8 to 25 Miles		89.29
	Over 25 to 50 Miles		91.11
	Over 50 Miles		114.93

(N)

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

3.10 Rates and Charges, cont'd.

3.10.1 Switched Transport, cont'd.

		Nonrecurring Charges ($)	Rate Per Month ($)	
3.	**Tandem Routed Transport**			
	Per Minute-of-Use Charge			
	Originating, per Access Minute-of-Use		0.038000	
	Terminating, per Access Minute-of-Use		See Cox FCC No 4	(R)
4.	**Feature Group D Trunk Installation**			
	DS1			
	1st trunk on ASR	412.28		
	Each additional trunk, same ASR	41.25		
	DS3			
	1st trunk on ASR	ICB		
	Each additional trunk, same ASR	ICB		
5.	**Switched Transport Optional Features**			
	Multiplexing[1]			
	DS3 to DS1, per Arrangement, per Month		492.12	
	DS1 to DS0, per System, per Month		389.95	

3.10.2 Direct End Office Switching

1.	**Direct End Office Switching**			
	Originating, per Access Minute-of-Use		0.038000	
	Terminating, per Access Minute-of-Use		See Cox FCC No 4	(R)

(M) Certain material appearing on this page previously appeared on 1st Revised Page 48.

[1] Applies to both Entrance Facility and Direct-Trunked Transport

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

3.10 Rates and Charges (Cont'd.) (T)

3.10.3 900 Access Service (N)

		Nonrecurring Charges ($)	Rate Per Month ($)
1.	**NXX Activation Charge**		
	- Per 1st NXX, per End office, within LATA	$103.56	
	- Per each subsequent NXX, per End Office, within LATA [1]	$24.30	
2.	**900 Access Service Customer Identification, per call**		
	Per Call		0.00094

(N)

3.10.4 8XX Data Base Query Charge (T)

1.	- Per Query, per Month	.0075

(T)

3.10.5 Additional Labor and Maintenance of Service Charges (N)

The Non-Recurring Maintenance of Service charges are as follows:

1.	**Basic Time, normally scheduled working hours**	
	Per technician – 1st ½ hour or fraction thereof	35.00
	Per technician – ea. additional ½ hour or fraction thereof	12.00
2.	**Overtime, outside of normally scheduled working hours[2]**	
	Per engineer /technician – 1st ½ hour or fraction thereof	40.00
	Per technician – ea. additional ½ hour or fraction thereof	16.00
3.	**Premium time, outside of schedule work day**	
	Per engineer /technician – 1st ½ hour or fraction thereof	45.00
	Per technician – ea. additional ½ hour or fraction thereof	20.00

(N)

[1] Applies to NXX Code Activation(s) subsequent to the Customer's initial request for activation within a LATA.

[2] A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four hours.

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SECTION 4 - DEDICATED TRANSPORT

4.1 General

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

4.1.1 Two Point Service

Two Point Service allows two Customer-designated locations to be connected by one Dedicated Transport Service. The service terminated at both locations must be the same speed and the same capacity.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.1 General (Cont'd.)

4.1.2 On-Net v. Off-Net

On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.

Off-Net Services are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.

All rates included in Section 4.4 are for On-Net arrangements. Off-Net service charges will be developed on an Individual Case Basis.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.2 Standard Pricing Plan Description

4.2.1 Recurring Charges

Recurring Charges are monthly charges applied on a city-specific basis. Recurring charges apply to Two Point Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

A. Channel Termination

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises.

B. Channel Mileage

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two customer premises.

C. Optional Features and Functions

Optional Features and Functions may be added to a special access service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.2 Standard Pricing Plan Description (Cont'd.)

4.2.2 Nonrecurring Charges

Nonrecurring Charges (NRC) are one-time only charges. NRCs may be waived for certain promotions and under the specific terms of individual case basis services.

4.2.3 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

A. 20% of the balance of the total billing payable during the life of the term, or

B. the difference between the monthly rate for selected term plan and the monthly rate for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions

4.3.1 DS3 Service

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data have a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps. DS3 Service is available with an electrical interface.

4.3.2 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

4.3.3 Digital Data Service

Digital Data Service is a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.4 Analog Voice Grade Service

Analog Voice Grade Service is available in either two wire or four wire configurations. This service provides an analog circuit termination at Customer designated locations which can be used for either voice or data transmission. Analog Voice Grade Service utilizes a bandwidth of 300 to 3000 hertz and can send analog data at speeds up to 9.6 Kbps.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.5 Custom Services

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in Section 4.3.6 following.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.6 Special Construction

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

A. where facilities are not presently available,

B. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

C. where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where the service is in a quantity greater than that which the Company would normally provide;

E. where service is requested on an expedited basis;

F. where service is requested on a temporary basis until permanent facilities are available;

G. where the service requested involves abnormal costs; or

H. where service is requested in advance of the Company's normal construction schedule.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.7 Time and Material Service

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non- routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 4.5 for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 4.5 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 4.5 will apply.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Rate Descriptions (Cont'd.)

4.3.7 Time and Material Service (Cont'd.)

At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 4.5 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

Voice Grade Service (2, 4 Wire)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination 2 wire per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 2 wire	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 2 wire	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Channel Termination 4 wire per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 4 wire	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 4 wire	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

Voice Grade Service (2, 4 Wire) (Cont'd.)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Voice Bridging	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Data Bridging	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Telephoto Bridging	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Station Bridging	ICB	N/A	ICB	ICB	ICB	ICB	ICB
C-Type Conditioning	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Improve Attenuation Distortion	ICB	N/A	N/A	N/A	N/A	N/A	N/A
Improved Envelope Delay Distortion	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Improved Return Loss 2 wire	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Improved Return Loss 4 wire	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Loopback Capability	ICB	N/A	N/A	N/A	N/A	N/A	N/A
DA Type Conditioning	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Telephoto Capability	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Selective Signaling Arrangement	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Transfer Arrangement 4 port	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Transfer Arrangement 6 port	ICB	N/A	ICB	ICB	ICB	ICB	ICB

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

Digital Data Service (2.4, 4.8, 9.6, 19.2 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination up to 19.2 per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed up to 19.2	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile up to 19.2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bridging	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Loop Transfer Arrangement	N/A	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

DS0 Service (56, 64 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Secondary Channel 56K	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-0 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

Fractional Ds1 Service (128, 256, 384 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination 128 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 128 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 128 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Channel Termination 256 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 256 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 256 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Channel Termination 384 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 384 Kbps	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 384 Kbps	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

DS1 Service (1.544 Mbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multiplexing DS-1 to DS-0	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Multiplexing DS-1 to Voice	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

DS3 Service (44.736 Mbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	N/A	N/A	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Multiplexing DS-3 to DS-1	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-3 Connection	ICB	N/A	ICB	ICB	ICB	ICB	ICB

NOTE: Only the recurring channel termination charge applies per point of termination.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.5 TIME AND MATERIAL CHARGES

Basic time, normally scheduled working hours, per engineer or technician.

1st 1/2 Hr. or Fraction	$35.00
Ea. Add'l 1/4 Hr. or Fraction	$12.00

Overtime, outside of normally scheduled working hours, per engineer or technician.

1st 1/2 Hr. or Fraction	$40.00
Ea. Add'l 1/4 Hr. or Fraction	$16.00

Premium time, outside of schedule work day, per engineer or technician.

1st 1/2 Hr. or Fraction	$45.00
Ea. Add'l 1/4 Hr. or Fraction	$20.00

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SECTION 5 - PROMOTIONS (T)

5.1 Promotions - General (T)

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

Cox will notify the Director of the Public Utility Division by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotion period. The letter will be provided thirty days prior to the initial offer of the campaign.

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SECTION 6 - CUSTOMER SPECIFIC CONTRACTS

6.1 General

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

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

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

6.2 Switched Access Services Minutes of Use Contract Rates

(N)

6.2.1 Per minute of use charges for Switched Access services shall be determined based upon: (a) tariffed rates for Switched Access services; (b) the amount of Dedicated and Ethernet Services that the Customer purchases and (c) the manner in which Switched Access Services are delivered, i.e., by direct trunks to the Customer's respective switches or via a third-party tandem using tandem trunks.

6.2.2 Current intrastate Switched Access Usage rates are as set forth in section 3.10.1. Such rates may be amended from time-to-time by Company during the Term of this Agreement. The Customer will receive written notice as such changes become effective. Billing will commence with revised rates within the next full billing cycle following the effective date. (N)

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(N)

SECTION 6 - CUSTOMER SPECIFIC CONTRACTS

6.2 Switched Access Services Minutes of Use Contract Rates, Cont'd

6.2.3 The tariffed rates for all intrastate Switched Access service minutes of use will be discounted pursuant to the Customer's Dedicated and Ethernet Service Purchase Level which shall first be determined at the end of every month using a rolling average of the amounts of the Customer purchases of Dedicated and Ethernet Services during the three (3) immediately preceding months ("Rolling Average"). For each month, the total dollar amount of Dedicated and Ethernet Services invoiced shall be aggregated to the applicable month including without limitation the amounts the Customer is entitled to include in its Dedicated Service Purchase Level for terminated services. The applicable discounts set forth in the following matrix shall apply to the intrastate Switched Access minutes of use delivered via direct trunks and to the intrastate Switched Access minutes of use delivered via tandem trunks.

6.2.4 In calculating the applicable discount to the per-minute-of-use charges for intrastate Switched Access Services, when reaching or exceeding the Dedicated Service Purchase Level set forth in the following matrix, per minute-of-use charge(s) to the Customer shall not be lower than the then current published ILEC rate for Switched Access services in the applicable service area/state.

6.2.5 The applicable discounts will be applied to the intrastate Switched Access minutes of use billed in the first billing cycle which occurs fifteen (15) days after the end of the last month used to calculate the Rolling Average. (By way of example, if Customer's average Dedicated Service Purchase Level is $1,250,000.00, for the months of January, February, and March 2007 (add total for each month then divide by 3), then Company shall apply a 15% discount to interstate minutes of use delivered via direct trunks, a 7% discount to interstate minutes of use delivered via tandem trunks, a 35% discount to intrastate minutes of use delivered via direct trunks, and a 17% discount to intrastate minutes of use delivered via tandem trunks in the billing cycles for the month of April, 2007 which occur more than fifteen days after the end of March, 2007. At the end of April, 2007, the month of January 2007 will be replaced by April, 2007 to calculate the Rolling Average). After applying the discount to then effective tariffed per minute-of-use Switched Access rate if the discounted rate falls below the then currently published ILEC rate in the applicable service area/state, the actual rate billed will be the ILEC rate.

6.2.6 **<u>Term of contract</u>** The Company will enter into contracts under this Section 6 for terms of not less than five (5) years. (N)

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Issued by: Beth Carnes
Director, Regulatory Affairs
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, Georgia 30319

SECTION 6 - CUSTOMER SPECIFIC CONTRACTS (N)

6.2 Switched Access Services Minutes of Use Contract Rates, Cont'd

6.2.7 Service Availability All services purchased under contract are subject to the availability of network facilities as determined solely by the Company. While the Company may have the right to provide services within the service area, not all services offered by the Company may be available throughout a particular service area. Contracts under this Section apply only to the Company's On Net buildings or locations. Off Net services and services requiring Type II facilities may be provided on an ICB basis solely at the Company's discretion.

6.2.7 Volume Commitments There is no purchase volume commitments required of the Customer to purchase Dedicated Access or Ethernet services under the contract.

6.2.8 Termination Liability All Dedicated Access and Ethernet services ordered by the Customer shall be subject to Early Termination Liability charges if the Customer cancels service prior to installation, fails to complete of the Minimum Service Term, or the Company cancels the service due to Customer's failure to comply with the terms of the contract.

6.2.9 Service Orders In all cases, to order services, the Customer shall submit to the Company through the Company's established ordering process an industry standard Access Service Request (ASR), with all the required data fields completed. The Company shall respond to the Customer as follows: (a) provide the Customer with a Firm Order Confirmation ("FOC") accepting Customer's ASR; (b) provide the Customer with a FOC with a different service delivery date or conditions of Service; or (c) reject the ASR from the Customer.

6.2.10 Minimum Service Terms All Dedicated Access and Ethernet services must be ordered with a minimum term of service of one (1) year and such term shall begin from the date of installation of service by the Company.

6.2.11 Service Level Agreements Dedicated and Ethernet services are provided pursuant to industry standard performance and service metrics. The Company will provide service credit allowances for service outages and installation delays which are the fault of the Company subject to certain exclusions for Customers executing a contract for services with the Company.

6.2.12 Services Charges All Dedicated Access and Ethernet services are subject to monthly recurring charges (MRC) and non-recurring charges (NRC) which are due and payable by the Customer as provided in the contract. In addition, services may be subject to taxes, assessments, surcharges, and expedite fees. MRCs shall begin upon installation of service provided that if the Customer delays the Company's service installation or is "not ready" on the service installation date, the Company may begin billing for service charges under the contract. NRCs shall be billed upon installation of service. (N)

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SECTION 6 - CUSTOMER SPECIFIC CONTRACTS (N)

6.2 Switched Access Services Minutes of Use Contract Rates

6.2.13 Additional Terms and Conditions

Contracts for service under this Section shall contain additional terms and conditions of service offered by the Company to similarly situated Customers.

Intrastate Switched Access Discounts

The following table sets forth the discounts applicable to Switched Access Service Base Price

Customer's Dedicated and Ethernet Service Rolling Average Monthly Purchase Level		*Discount from Applicable Cox Tariff Rates*			
Amount		*Interstate Discount Percentage*		*Intrastate Discount Percentage*	
From	*To*	*Direct Trunk*	*Tandem Trunk*	*Direct Trunk*	*Tandem Trunk*
$0	$574,999	N/A	N/A	0%	0%
$575,000	$999,999			20%	10%
$1,000,000	$1,499,999			35%	17%
$1,500,000	$1,999,999			45%	22%
$2,000,000	$2,499,999			55%	27%
$2,500,000	$2,999,999			65%	32%
$3,000,000	$3,499,999			65%	32%
$3,500,000	And greater			65%	32%

6.3 800/8YY Charge Contract Rates

A per call 800/8YY Charge is applicable in the event that an 800/8YY database query is performed and the 800/8YY number is a number for which the Customer is the service provider. The amount of the 800/8YY Charge will be no greater than the then current price charged by the ILEC for the same functionality within the relevant state the call originated. (N)

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