

3/16/2007

PK

Domestic Intrastate Access Services

Regulations, Rates and Charges Applicable to  
Access Services Furnished by  
Mobius Communications Company, a Competitive Access Provider

Check # 34796 Deposited 3/7



Issued: March 06, 2007

Theron W. Jensen, General Manager  
523 Niobrara  
Hemingford, NE 69348-0264

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CHECK SHEET

The title page and pages 1-26 inclusive 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.

<u>PAGE</u>	<u>REVISION</u>	
Title	Original	
1	Revision 12	(T)
2	Original	
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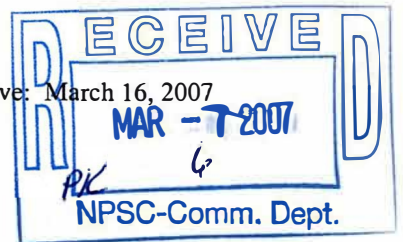
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EXPLANATION OF SYMBOLS

- (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 rate or charge 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 a change in wording of text but not change in rate, rule, or condition.

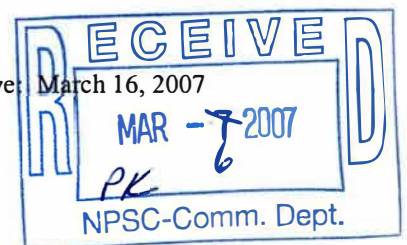
EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area.
- LEC Local Exchange Carrier.
- PIC Primary Interexchange Carrier

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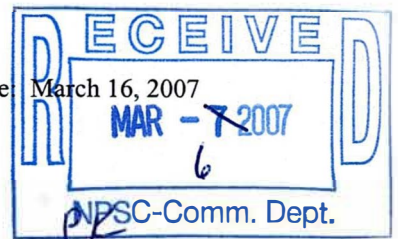
APPLICABILITY

This Tariff contains the regulations and rates applicable to the provision of intrastate competitive access service and facilities for telecommunications services by Mobius Communications Company ("Company") in the State of Nebraska. Service is subject to the availability of facilities and subject to transmission, atmospheric, and like conditions.

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I. **DEFINITIONS**

For the purpose of this Tariff, the following definitions will apply:

8XX Data Base Access Service

The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, etc.) is used.

Access Code

A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service

Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request

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

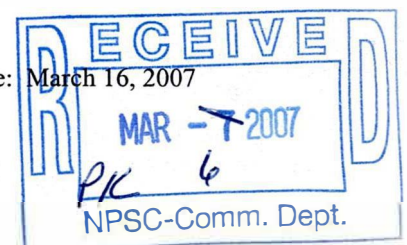
Authorized User

A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this Tariff.

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I. **DEFINITIONS** (Continued)

Commission

Nebraska Public Service Commission

Company

Mobius Communications Company

Constructive Order

Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer

The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier or any other carrier authorized to operate in the state.

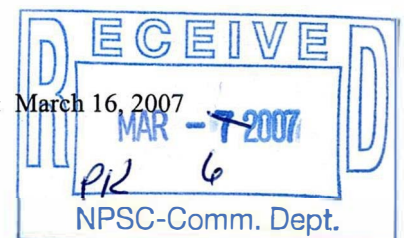
Dedicated Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination and termination of calls.

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I. **DEFINITIONS** (Continued)

DS-1

DS-1 means Digital Signal Level 1 Service.

End User

Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to local exchange services provided by an Exchange Carrier.

Entrance Facility

A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier

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

FCC

Federal Communications Commission

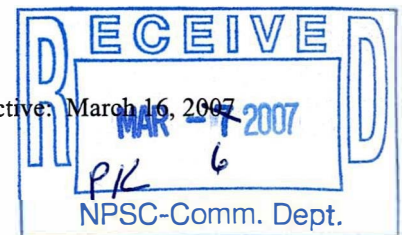
Individual Case Basis

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

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I. **DEFINITIONS** (Continued)

Interexchange Carrier (IXC)

Any individual, partnership, association, cooperative, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Interruption

Interruption shall mean a condition whereby the service or a portion thereof is inoperative, beginning at the time of notice by the Customers to the Company that such service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications service of a Regional Bell Operating System.

Local Access

Local Access means the service between a Customer Premises and a Company designated Point-of-Presence.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone exchange and access services.

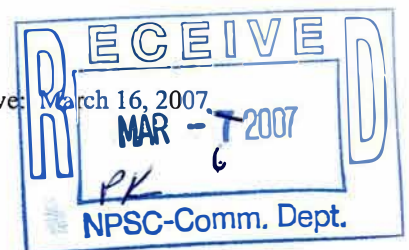
Meet Point

A point of interconnection that is not an end office or tandem.

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I. **DEFINITIONS** (Continued)

Meet Point Billing

The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Point-of-Presence or POP

A Company designated location where a facility is maintained for the purpose of providing access to its service.

Service

Service means any or all service(s) provided pursuant to this Tariff.

Signaling System 7 (SS7)

The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this Tariff.

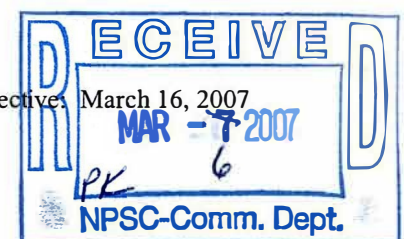
Trunk

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

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**II. RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company’s Services and facilities are furnished for communications under terms of this Tariff. The Company’s Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. The Company offers Services pursuant to this Tariff that are furnished for Switched Access Service and may offer these Services over its own or resold facilities. The Company may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities as required in the Commission’s rules and orders, when authorized by the Customer, to allow connection of a Customer’s POP to the Company’s network. The Customer shall be responsible for all charges due for such facilities.

Any Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company’s reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of this Service, or (C) if insufficient facilities are available to provide the Service.

**2.2 Applications for Service and Other**

The Company will accept both affirmative orders and Constructive Orders for Services. The Company does not require a written service order for the initiation of Services to Customer. A Customer may affirmatively request Services by either placing a written request for Service, by sending traffic to or accepting traffic from End Users of the Company or by allowing Company End Users to choose the Customer as their primary interexchange carrier (“PIC”).

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**II. RULES AND REGULATIONS (Continued)**

**2.3 Customer Obligations**

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

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

Customer shall comply with all requirements of this Tariff.

**2.4 Limitations**

2.4.1 Service is offered subject to the availability of facilities and the provisions of this Tariff. The Company reserves the right to refuse to provide Service to or from any location where it has not ordered facilities, installed network interconnections or the necessary facilities and/or equipment or otherwise not available.

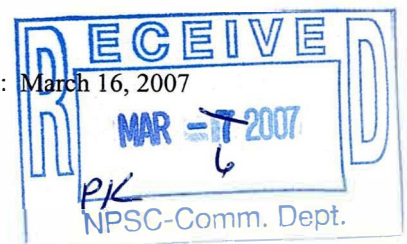
2.4.2 The Company reserves the right to discontinue Service when necessitated by conditions beyond its control, or when the Customer is using the Service in violation of the provisions of this Tariff, or in violation of the law.

2.4.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

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**II. RULES AND REGULATIONS (Continued)**

2.4.4 The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

2.4.5 Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

2.4.5.1 Customers seeking to cancel Service have an affirmative obligation to block traffic originating from or terminating to the Company's network.

By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's Service.

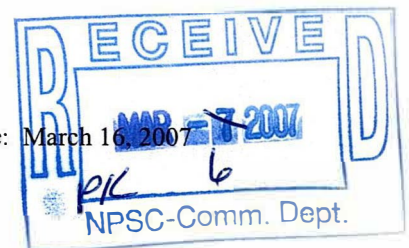
2.5 Assignment or Transfer

All Service provided under this Tariff is directly or indirectly controlled by the Company and neither the Customer nor its authorized users may 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, as well as all conditions of Service.

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**II. RULES AND REGULATIONS (Continued)**

**2.6 Liability of the Company**

2.6.1 Except as stated in this Section 2.6.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of the Company for willful misconduct.

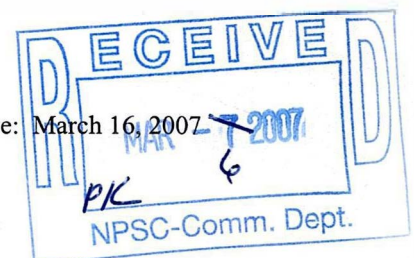
2.6.2 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the Service or facilities or equipment shall not exceed 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. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of the Customer-Provided Facilities or equipment provided by third parties, shall not result in the imposition of any liability whatsoever upon the Company.

2.6.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the Services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any Services or facilities which are provided by any Local Exchange Carrier.

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**II. RULES AND REGULATIONS (Continued)**

**2.6 Liability of the Company (Continued)**

2.6.4 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes: Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the Services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(b) 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

(c) 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, the Customer's agents or Authorized Users, in connection with any Service or facilities or equipment provided by the Company.

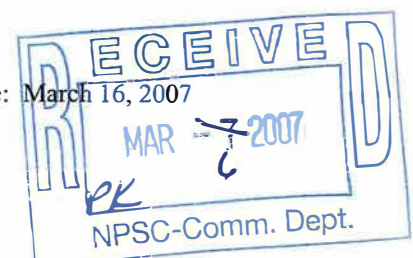
2.6.6 Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

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**II. RULES AND REGULATIONS (Continued)**

2.7 Minimum Period

The minimum period for which Services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

2.8 Billing and Payment for Service

2.8.1 Responsibility for Charges

Non reoccurring charges are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

2.8.2 Payment for Service

The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or Customer.

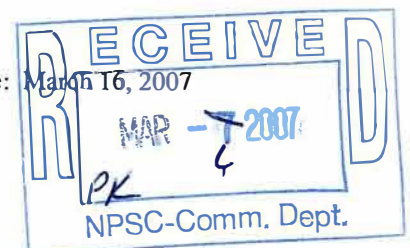
2.8.3 Late Payment Fee

Amounts not paid within 28 days from the due date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts at the rate of 1.5% of the unpaid balance, commencing 28 days after mailing of the bill, against an amount which it has not previously assessed.

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**II. RULES AND REGULATIONS (Continued)****2.8.4 Jurisdictional Reporting**

When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

(a) **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 25 percent interstate traffic and 75 percent intrastate traffic.

(b) **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 25 percent interstate traffic and 75 percent intrastate traffic.

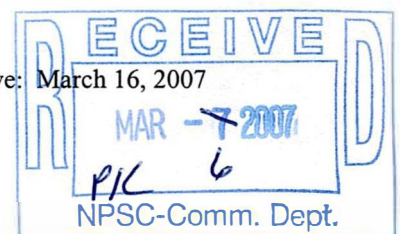
(c) Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

(d) Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each Service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that Service. If the Customer does not supply the reports for those Services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report is not received from the Customer, the Company will assume the percentages to be as provided in a and b above.

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**II. RULES AND REGULATIONS (Continued)**

(e) Jurisdictional Reports Verification. For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year.

2.8.5 Other

Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

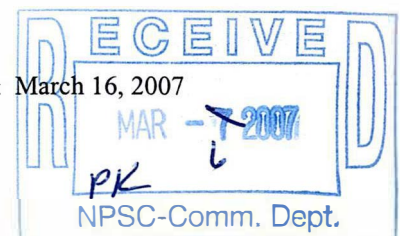
2.9 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

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**II. RULES AND REGULATIONS (Continued)****2.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for Services provided to the Customer. Such taxes and fees are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

**2.11 Interconnection**

2.11.1 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 limitation 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 carrier or with private systems.

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

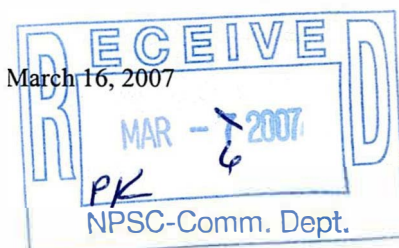
**2.12 Inspection, Testing and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine compliance with the terms and conditions of this Tariff. The Company may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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**II. RULES AND REGULATIONS (Continued)**

**2.13 Credit Allowances for Interruption of Service**

Credit allowances for Interruptions of Service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any Interruption in Service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an Interruption of 24 hours or more at the rate of 1/30th of the monthly charge for the Services affected for each day that the Interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected Service.

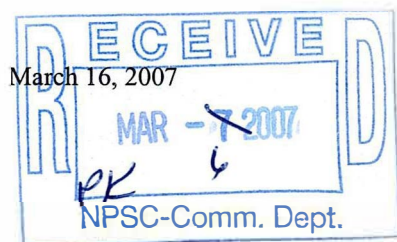
**2.14 Cancellation by the Customer**

The Customer may have Service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

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**II. RULES AND REGULATIONS (Continued)**

**2.15 Discontinuance of Service**

2.15.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.15.2 Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.

2.15.3 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

2.15.4 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

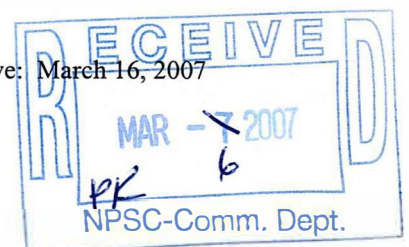
**2.16 Restoration of Service**

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.

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**II. RULES AND REGULATIONS (Continued)**

2.17 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.18 Other Terms and Conditions

2.18.1 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective Customers.

2.18.2 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.18.3 If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges may at the Company's option, be passed through to the Customer.

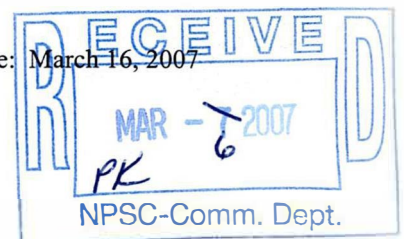
2.18.4 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

2.18.5 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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**III. SERVICE OFFERINGS**

**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a communications path between a Customer's POP and an End User. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an end user's premises to a Customer's premises, and to terminate calls from a Customer's premises to an end user's premises. Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services. Rates and charges are set forth in Section 4.

**3.2 Provision and Description of Switched Access Service Arrangements**

**3.2.1 Feature Group Access ("FG Access")**

FG Access is provisioned at the DS-1 level and provides trunk-side access to local switches for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist). All traffic is routed to and from the Company's local switch via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Services as described herein.

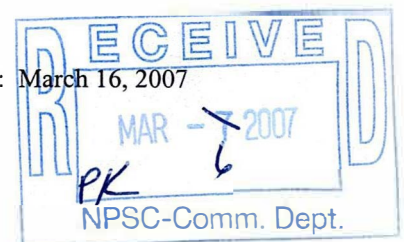
**3.2.2 Manner of Provision**

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

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**III. SERVICE OFFERINGS (Continued)**

**3.2.3 Call Types**

The following Switched Access Service call types are available:

- (a) Originating FG Access
- (b) Originating 800 FG Access
- (c) Terminating FG Access

**3.2.4 Originating FG Access**

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

**3.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

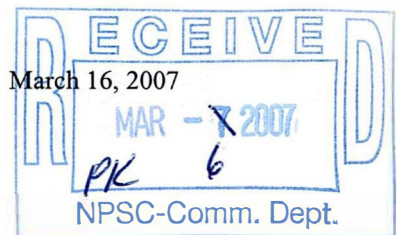
**3.2.6 Terminating FG Access**

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

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**III. SERVICE OFFERINGS (Continued)**

**3.3 Timing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

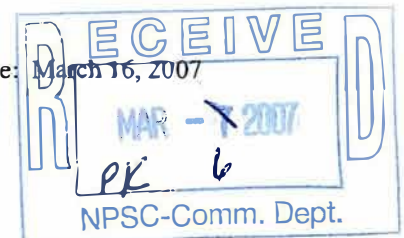
When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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**IV. BASIC SERVICE RATES**

**4.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services. There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

**4.2 Rate Categories**

4.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line - The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by Customers and End Users for intrastate access.

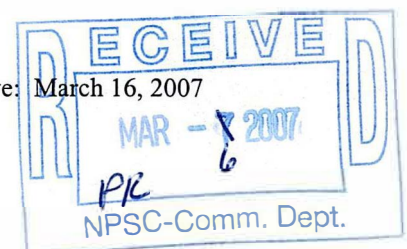
Switched Transport - The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

End Office Switching - The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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**IV. BASIC SERVICE RATES** (continued)

4.2.2 Toll-Free 8XX Data Base Query

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

4.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

4.3 Rates and Charges

4.3.1 Blended Carrier Switched Access

Originating \$0.036

Terminating \$0.000000

4.3.2 Toll-Free 8XX Data Base Query

Per Query \$0.0002

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4.3.3 Switched Access Optional Features

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

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