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CAROL PAULSEN, DIRECTOR

TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC

ACCESS SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF NEBRASKA

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Effective January 1, 2013, the Teleport Communications America, LLC, Access Services Tariff hereby supersedes and replaces the TCG Omaha Access Services Tariff in its entirety.

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PREFACE

EXPLANATION OF SYMBOLS - Coding of Tariff or Service Guide Revisions

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C To signify changed regulation.
D To signify discontinued rate or regulation.
I To signify rate increase.
M To signify material moved from or to another part of the Tariff or Service Guide with no change, unless there is another symbol present.
N To signify new rate or regulation.
R To signify rate reduction.
T To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the Tariff reader to a footnote for specific information. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff, are trademarks or service marks of Teleport Communications America, LLC.

Trademarks	Service Marks
NONE	NONE

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PREFACE

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

Publication Number	Issue Date	Date Available to Public
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

CONCURRING CARRIERS, CONNECTING CARRIERS and OTHER PARTICIPATING CARRIERS

There are no Concurring, Connecting or Other Participating Carriers.

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PREFACE

EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
FCC or F.C.C.	Federal Communications Commission
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IXC	Interexchange Carrier or Interexchange Common Carrier
LATA	Local Access and Transport Area
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

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PREFACE

HOW TO USE THIS TARIFF

Tariff Format

A. Page Numbering -

Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially within each section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added in Section 2 between pages 6 and 7 would be 6.1.

B. Page Original Numbers -

Original numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the A.C.C. For example, the 4th revised page 4 cancels the 3rd revised page 4. Because of deferrals, notice periods, etc., the most current page revision number on file with the Commission is not always the Tariff Page in effect. Consult supplements for the Page currently in effect.

C. Section Numbering Sequence -

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
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2.1.1.A.1.(a)I.
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2.1.1.A.1.(a)I.(i)(1)

D. References To Other Tariffs -

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

E. Supplements -

A supplement can be used to list a group of tariff pages that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the pages involved. It also informs the user of the disposition of these pages. When a supplement is no longer in effect, it is deleted from the subsequent check sheet. A supplement can also be used to cancel a complete tariff.

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PREFACE

DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this Tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this Tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, Access Service does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

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PREFACE

DEFINITIONS (continued)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term Central Office Prefix denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term Channelize denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

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PREFACE

DEFINITIONS (continued)

Company

The term Company denotes Teleport Communications America, LLC, which is the issuer of this Tariff.

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

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DEFINITIONS (continued)

DS3 Facility

The term DS3 Facility denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User

The term End User means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term Exchange denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

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DEFINITIONS (continued)

First Point of Switching

The term First Point of Switching denotes 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.

Immediately Available funds in U.S. dollars

The term Immediately Available funds in U.S. dollars denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term Incumbent Local Exchange Carrier shall mean any Carrier that constitutes an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an incumbent local exchange carrier pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term Individual Case Basis denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term Interconnection Agreement denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

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DEFINITIONS (continued)

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff or Service Guide, as if all such services had been provided by the carrier.

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

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

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

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

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4.4 Switched Access Rates

A. Service Orders

Service Component	Non-Recurring Charge
Installation Charge (Per Line or Trunk)	
- First	$280.00
- Additional	$280.00
Access Order Charge (Per Access Request)	$50.00
Engineering Change Charge (Per Engineer Hour)	$50.00
Service Date Change (Per Access Request)	$50.00
Design Change (Per Access Request)	$50.00

B. Switched Transport

Tandem Switched Transport	Non-Recurring	Per Access Minute	
ORIG.-Tandem Trans. Fixed	None	$0.000480	
TERM.-Tandem Trans. Fixed	None	*	(T)
- ORIG.-Tandem Trans. Per Mile	None	$0.00002	(T)
- TERM.-Tandem Trans. Per Mile	None	*	(N)
- ORIG.-Tandem Switching	None	$0.004000	(T)
- TERM.-Tandem Switching	None	*	(N)
- TERM.-Common Muxing	None	*	(N)
Common Channel Signaling Access	**Non-Recurring**	**Recurring**	
STP Port Termination (per port)	ICB	None	
STP Link Transport (per mile)	None	ICB	

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* The per minute of use charges applied to TERMINATING Intrastate Switched Access are found in the Company's FCC Access Services Tariff at http://serviceguide.att.com/ABS/ext/TariffDetails.cfm, Sect. 5.8 and 5.53. (N) (N)

4.4 Switched Access Rates (continued)

C. End Office

Service Component	Originating ($ Per MOU)	Terminating ($ Per MOU)	
Switched Access - No Minimum Volume	$.015173	*	(T)
Shared Trunk Port	N/A	*	(N)

D. 800/888 TOLL FREE SERVICE

Service Component	Non-Recurring	Per Query
800/888 Data Base Query	None	$0.02600

E. Operator Transfer

Service Component	Non-Recurring	Per Call
Operator Transfer (per call)	None	$0.35

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* The per minute of use charges applied to TERMINATING Intrastate Switched Access are found in the Company's FCC Access Services Tariff at http://serviceguide.att.com/ABS/ext/TariffDetails.cfm, Sect. 5.8 and 5.53. (N) (N)

PREFACE

DEFINITIONS (continued)

Transmission Path

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

Trunk

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

Trunk Group

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

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

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1. APPLICATION OF TARIFF

1.1. APPLICATION

1.1.1. General

This Tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by Teleport Communications America, LLC, hereinafter referred to as the Company.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.

Unless the service description expressly provides otherwise, the services in this Tariff are only available to Carriers.

The locations served by the Company and the services available are as set forth in Section 2.8.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

A. The Company does not undertake to transmit messages under this Tariff.

B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.

E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

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2. RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

Services offered herein are offered by the Company only under the terms of this Tariff. Therefore, any purchase by the Customer of a Service or Services offered by the Company pursuant to this Tariff shall be regarded as consent by the Customer to be held accountable for the obligations directed to a Customer under this Tariff. Service 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 the service guide of the Company, a month is considered to have 30 days.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the service guide of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company. Irrespective of whether or not a Customer signs a written service order or any other documents requested by the Company, the Customer nonetheless remains financially responsible for any Service or Services purchased under this Tariff.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order, this service guide and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of this service guide or the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The Tariff of the Company shall be interpreted and governed by the laws of the State of Nebraska without regard for its choice of laws provision

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this Tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations (continued)

B. Use and Restoration of Services

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

C. Reserved For Future Use

D. Resale and Sharing

Any service provided under the Company tariffs or Service Guides may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.1.2.A.. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs or Service Guides of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

E. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs or Service Guides. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this Tariff and will indemnify such Customer for any damages awarded based solely on such claims.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability (continued)

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

G. Commission Determination

The above language (and any and all language which appears in this Tariff addressing liability of the Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect and consequential damage claims.

H. Force Majeure

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

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this Tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

2.1.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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

Facilities furnished under the tariffs or Service Guides of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs or Service Guides of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.1.6 Reserved for Future Use

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.3.1, 2.3.5, 2.3.6, 2.4 or 2.5 following, including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs or Service Guides.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service (continued)

C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this Tariff to the Company's service, or

- Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or

- Using any fraudulent means or devices.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

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

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 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 over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.13 Shortage of Equipment or Facilities

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

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

2.1.14 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;

- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3., following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to the Company's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of the Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

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2. GENERAL REGULATIONS

2.2. USE (continued)

2.2.3 Use of Company's Marks

A. use of Company's Marks in comparative advertising solely to identify the Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify the Company as an underlying provider of the reseller's service;

B. use of Company's Marks pursuant to the terms of a separate written brand licensing agreement;

C. use of Company's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;

D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses the Company as its underlying carrier, provided the reseller also:

1. advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);

2. identifies any other long distance providers the reseller uses in providing service to the End User;

3. advises the End User it will not be the Company's Customer for the resold service, and;

4. does not emphasize the Company's name more than either its own name or that of any other long distance provider the reseller uses.

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2. GENERAL REGULATIONS

2.2. USE (continued)

2.2.4 Unauthorized Use of the Network

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:

2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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2. GENERAL REGULATIONS

2.2. USE (continued)

2.2.5 Liability for Unauthorized Use

A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

B. The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this Tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 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. The equipment shall be returned in as good condition, as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at non-Company locations where such services terminate. 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 spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.4 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to the tariffs or Service Guides of the Company;

B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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

D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.4 The Customer shall be responsible for:

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

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.4(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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

H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.5 Availability for Testing

Access to facilities used to provide services under this Tariff shall be 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. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement 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 Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.7 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.8 Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.

3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.8 Indemnification of the Company

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the End User.

2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.

3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Tariff.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

2. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic terminating from the Customer to the Company and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified at http://serviceguide.att.com/ABS/ext/TariffDetails.cfm in the Company's FCC Access Services Tariff, Sect. 17.13.3 - 17.15.1. unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as the relevant "VoIP Rates". Relevant VoIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using Intrastate rates and rate structure. (T)

3. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic terminating MOU and facility rate elements to which VoIP rates will be applied under subsection (2), above, by applying the Percent VoIP Usage (PVU) factor to the intrastate access terminating MOU exchanged and facilities between the Company and the Customer. The PVU factors will be derived and applied as follows:

(a) The customer, will calculate and furnish to the Company a factor (the PVUC) on an ACNA basis which would aggregate traffic from Carrier Identification Code(s) (CIC) or Operating Company Numbers (OCNs) associated with the ACNA. This PVUC represents the percentage (whole number) of the total terminating intrastate access MOU that the customer exchanges with the Company end users in the State, that is sent to the Company that originated in IP format at the end user. This PVUC 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 satisfactory to the Company.

(b) The Company will calculate and periodically update a factor (the PVUT) representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the Customer and terminated in IP format at the end user. This PVUT 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.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Jurisdictional Report Requirements (continued)

A. General (continued)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.12 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Jurisdictional Report Requirements (continued)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

4. PVU Factor Updates

The customer must update the PVUC factor quarterly using the method set forth in subsection (3)(a) through (c), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (3)(a) through (c), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

5. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in section (3) (a) and (c) above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in this Section 2.3.10 of the Company's FCC Access Services Tariff. (T)

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic

1. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. [1.]

(a) This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) (FCC Order). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as Relevant VoIP-PSTN Traffic),

(b) This section applies to originating and terminating intrastate switched access minutes of use (MOU) and facility rate elements of all Access customers.

(c) The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

[1.] Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by 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 Order) that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers (ESP) exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

2. Rating of VoIP-PSTN Traffic

The relevant VoIP-PSTN terminating from, or originating to the Customer, or from the Company or other provider and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access (T)
rates as specified at
http://serviceguide.att.com/ABS/ext/TariffDetails.cfm if (T)
those interstate rates are lower than their respective Nebraska state access rates (Access Services Tariff). Conversely, if the Nebraska state access rates are lower, then this traffic will be billed utilizing the rates from (T)
the Access Services Tariff. Hereafter, these billed rates will be referred to in this tariff as the relevant VoIP Rates. (D)
(D)

3. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of relevant VoIP-PSTN (T)
traffic originating MOU and the originating facility rate elements, if applicable, to which VoIP rates will be (T)
applied under subsection (2), above, by applying the Percent VoIP Usage (PVU) factor to the intrastate access originating MOU exchanged and facilities between the (T)
Company and the customer. The PVU factors will be derived and applied as follows:

(a) The Customer, will calculate and furnish to the Company a factor (the PVUC) on an ACNA basis which would aggregate traffic from all Carrier Identification (T)
Code(s) (CIC) or Operating Company Numbers (OCNs) associated with the ACNA. This PVUC represents the percentage (whole number) of the originating intrastate (T)
access MOU that the customer receives from the Company's end users in the State which is sent from the Company that terminated in IP format at the Customer's end user. (T)
This PVUC 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 satisfactory to the Company.

* (Section 2.3.10-B) Describing the method of identifying and (M)
rating, originating VoIP minutes of use will become effective on July 1st, 2014. The advanced filing of this tariff change prior to the July 1, 2014 effective date, is strictly for the benefit of our customers in providing advanced notice of these FCC mandated changes and ample time to submit their new VoIP factors.

(M) Material now located on Section 2 Page 30. (M) (N)

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

3. Calculation and Application of Percent-VoIP-Usage Factors (continued)

(b) The Company will calculate and periodically update a factor (the PVUT) representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer's end users in the State which is received from the Customer and terminated in IP format at the end user. This PVUT 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. (M) (T) (T) (M)

(c) The Company will develop a Customer Percent VoIP Usage (PVU) factors combining the Customer's PVUC factor with the Company's PVUT factor.

I. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VoIP rates.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the Company's end user's originating intrastate MOU and facility rate elements (T)

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

PVU = 40% plus (10% times (1-40%)) = 46%

This means that 46% of the originating Intrastate MOU exchanged between the Company's end users and the customer will be rated at VoIP rates. (T) (T)

(M) Material previously located on Section 2 Page 30. (N)

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

3. Calculation and Application of Percent-VoIP-Usage Factors (continued)

(c) (continued) (T) (D) (D)

II. The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the intrastate Company's IP traffic at VoIP rates. (T)

The formula for usage will be as follows:

PVU = PVUC x (1-PVUT) applied to the Company's TDM end user's total intrastate MOU. (T)

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the facility rate elements

Example: The Company has identified that there were 10,500 originating Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users and the Customer. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following: (T) (T)

PVU = 40% times (1-10%) = 36%

This means that 36% of the originating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VoIP rates and the terminating intrastate 10,500 MOU will also be rated at VoIP rates. (T) (T) (T)

For the facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows: (T)

PVU = 40% plus (10% times (1-40%)) = 46%
Therefore 46% of the Intrastate facilities will be rated at VoIP rates.

III. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (3) (a), the Company will utilize a customer PVUC of 0%.

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

4. PVU Factor Updates

The customer must update the PVUC factor quarterly using the method set forth in subsection (3) (a) through (c), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (3) (a) through (c), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

5. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in section (3) (a) and (c) above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in this Section 2.3.3 of the Company's FCC Access Services Tariff. (C) (C)

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2. GENERAL REGULATIONS

2.3. OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (continued)

C. Identification and Rating of VoIP-PSTN Traffic (continued)

6. Verification Process

The Company will review these Customer provided PVUC records referenced in (5) above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

a) The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.

b) The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the (5) or (6) procedures above.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.12 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this Tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

2.3.13 Supervisory Signaling

The Customer's facilities connected to Access Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.14 Reserved for Future Use.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.15 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.16 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this Tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of first and additional charges. When charges are listed in this manner, the first charge applies to the first facility or trunk specified on the order, with the additional charge applied to each additional facility or trunk specified on the same order.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.1 Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

2. Reserved for Future Use.

3. Reserved for Future Use.

4. Reserved for Future Use.

5. Reserved for Future Use.

D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only 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 a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. Deposits held will accrue simple interest in accordance with Nebraska Public Service Commission regulations. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by the Company.

Interest will accrue 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. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, 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 and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service

Unless otherwise provided in this Tariff, for Access Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under $105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds $105.00 or the Customer discontinues its service with the Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges

1. All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

   If such payment 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:

   - If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

   - If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges (continued)

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge late factor shall be 1.5% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st Calendar day after payment date to and including the date that the company actually receives the payment. The Late Payment Charge shall be accessed monthly, based on the delinquent balance maintained on the account at the time.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within ninety (90) days of receipt of the invoice and must include sufficient documentation, consistent with the requirements as specified in this Section. The billing dispute date is the date the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules and procedures in the state where the billing dispute occurred.

   Any Customer who has a dispute shall be advised by Company that the Customer may file a formal or informal complaint with the; Nebraska Public Service Commission, 300 The Atrium 1200 N. Street, Lincoln, Nebraska 68509

2. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

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

(a) Dedicated Access

(1) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in Tariff; facility not ordered; service not received)

(2) The account number under which the bill was rendered

(3) The date of the bill

(4) The invoice number

(5) The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification

(6) The exact dollar amount in dispute

(7) The universal service order code(s)(USOCs) associated with the service

(8) The Purchase Order Number(s) and dates involved for disputes involving order activity

(9) Details sufficient to identify the specific amount(s) and item(s) in dispute

(10) The name of the person responsible for the Customer's dispute

(11) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

4. (continued)

(b) Switched Access

(1) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in Tariff; facility not ordered; service not received)

(2) The account number under which the bill was rendered

(3) The date of the bill

(4) The invoice number

(5) The exact dollar amount in dispute

(6) Call Detail Records (CDRs)

(7) The universal service order code(s)(USOCs) and/or rate element associated with the service

(8) Details sufficient to identify the specific amount(s) and item(s) in dispute

(9) The name of the person responsible for the Customer's dispute

(10) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2. preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this Tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Applications for Service

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this Tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12 preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

B. When a Credit Allowance Applies

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes - 2 hours 59 minutes	1/10 Day
3 hours - 5 hours 59 minutes	1/5 Day
6 hours - 8 hours 59 minutes	2/5 Day
9 hours - 11 hours 59 minutes	3/5 Day
12 hours - 14 hours 59 minutes	4/5 Day
15 hours - 23 hours 59 minutes	One Day

Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.

2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.

3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

6. An interruption or a group of interruptions, resulting from a common cause that would result in credit in an amount less than one dollar.

7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.

2. The service is for the same Customer.

3. The service is at the same location on the same premises.

4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

Meet Point billing applies where a customer orders Switched Access Service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates exhibited in their respective tariffs.

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).

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

A. When FGD is ordered by a customer to a tandem operated by another Exchange Telephone Company which is subtended by an end office operated by the Company, the customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to this Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

(1) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).

(2) A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.

(3) The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

B. The application of non-distance-sensitive rate elements varies according to the rate structure and location of the facilities involved:

(1) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.

(2) When rates and charges are listed on a per unit basis, e.g, multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.

(3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.

(4) When rates and charges are listed on a per service basis, these rates and charges will be billed.

(5) When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.

(6) When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed mileage charges will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.9. Cancellation of Service

If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and

2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and

3. All recurring charges for the balance of the then-current term; and

4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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2. GENERAL REGULATIONS

2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Tariff.

2.6 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

A. Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company.

B. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

C. Universal Service Charge

This surcharge is for the purpose of funding the Nebraska Universal Service Fund (NUSF) and applies to all intrastate retail telecommunications services purchased by end users.

The Nebraska Universal Service Charge is 6.95%. It will appear on telephone bills as NE Universal Service.

2.7 RESERVED FOR FUTURE USE

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2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION

2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Tariff and is arranged as follows:

Section 2.8.2 - V&H Coordinate Method of Determining Airline Mileage
Section 2.8.3 - Service Availability and Wire Center Information
Section 2.8.4 - Meet Point Billing Information

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Tariff, the airline mileage between any two wire centers is determined as follows:

A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.

B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.

C. Square each difference obtained in step (B) above.

D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).

E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula = $$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

2.8.3 Reserved for Future Use

2.8.4 Meet Point billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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2. GENERAL REGULATIONS

2.9. (RESERVED FOR FUTURE USE)

2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

Subject to the agreement of the Company and to all of the regulations contained in the tariffs or Service Guides of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

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

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

D. in a quantity greater than that which the Company would normally construct;

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

F. involving abnormal costs; or

G. in advance of its normal construction.

2.10.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs or Service Guides, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2. GENERAL REGULATIONS

2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.10.2 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:

- equipment and materials provided or used,
- engineering, labor and supervision,
- transportation,
- rights of way, and
- any other item chargeable to the capital account;

B. Annual charges including the following:

- cost of maintenance;
- depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- any other identifiable costs related to the facilities provided; and
- an amount for return and contingencies.

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2. GENERAL REGULATIONS

2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.10.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.12.2, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

B. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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3. DEDICATED ACCESS SERVICES*

3.1 Dedicated Access Services

3.1.1. Description

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

Services Offered

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)
DS1 Service (1.5 Mbps)
DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB)

3.1.2 Type I and Type II Services

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier facilities).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a non-discriminatory manner.

3.1.3 DS3 SERVICE (44.7636 Mbps)

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	44.736 Mbps +/- 20 ppm
Line Code:	Bipolar with three-zero substitution
Test Load:	75 ohms resistive +/- 5 percent

*Effective July 30, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customers' current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 30, 2008 no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.3 DS3 Service (continued)

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHZ shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz. [1]

Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

1 The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 Khz bands.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.4 DS1 Service

A. DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;
-- or --
B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1. The CCITT specification is + 50 ppm.

2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.

3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 Khz.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.4 DS1 Service (continued)

B. Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

C. Fanout DS1 Service

Fanout DS1 Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

3.1.5 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the customer.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.5 DS0 Service (continued)

Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

Private Line Manual Ringdown

2-wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, O2AC3). Provides a circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

Private Line Automatic Ringdown (PLAR)

2-wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will be at industry-standard voltage and current.

OPX/Tie Line/FX/Tie Trunk Private Lines

(OPX)- 2-wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Pose NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing).

2-Wire Transmission Only

2-wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.4 DS0 Service (continued)

Effective 4-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

4-wire Transmission Only

4-wire, 600 ohm, open loop (continuously connected), with industry standard demarcation. C4/D1 conditioned circuit, with separate transmit and receive wire pairs.

4-Wire Tie Line/Tie Trunk Private Lines

4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signaling, supporting Type I, II, and III E+M or reverse E+M.

3.1.5 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

Low Speed Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported.

56 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported.

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3. DEDICATED ACCESS SERVICES

3.1 Dedicated Access Services (continued)

3.1.5 Digital Services (continued)

64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported.

Fractional DS1

S422/DB25 or V.35 handoff. Provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps.

3.1.6 Fanout DS0 Service

Fanout DS0 Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel.

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3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services

3.2.1 General

Non-recurring and monthly recurring rates apply for each Digital Transmissions Service furnished by the Company. Monthly recurring rates vary according to the time period for which the customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel provided to a customer.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate incumbent local exchange carrier ("ILEC") end offices. This rate element applies per circuit endpoint.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two ILEC end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V & H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

The airline distance between any two Rate Centers is determined as follows:

Formula= $$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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3. DEDICATED ACCESS SERVICES

3.2 Rates for Dedicated Access Services

3.2.2 DS3 Service

See Price List for current rates.

3.2.3 DS1 Service (1.544 mbps)

See Price List for current rates.

3.2.4 DS3/1 Mux (Fanout) /Rate Schedule

See Price List for current rates.

3.2.5 DS3/1 Mux High Capacity Rate Schedule

See Price List for current rates.

3.2.6 DS1 Volume Discounts Rate Schedule

See Price List for current rates.

3.2.7 DS0 Standard Rate Schedule

See Price List for current rates.

3.2.8 DS0/1 Mux Fanout Rate Schedule

See Price List for current rates.

3.2.9 Video Rate Schedule

See Price List for current rates.

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3. DEDICATED ACCESS SERVICES

3.3 Non Standard Offerings

3.3.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

3.3.2 Termination Liability

Upon the Customer's discontinuance of facilities prior to the expiration of the agreed upon term, the termination liability with regard to facilities will be equal to the monthly charge times the number of months remaining on the contract (discounted for present value of 6%).

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4. SWITCHED ACCESS SERVICES

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via Teleport's switch. Transport between Teleport's switch and the customer's premises are provided via Switched Transport Services as specified in Section 4.2.1 following. Switched Access Service is also referred to as Feature Group D ("FGD") Service.

Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange service through its wire center to an Interexchange Carrier Customer.

Connectivity options for Toll Free 8YY Transit Traffic service include (1) direct connection utilizing a Direct End Office Trunk (DEOT) from the Company's switch to the IXC, or (2) indirect connection via a tandem provider's switch.

4.1 Switched Access Service Arrangement

Switched Access Service is provided as a trunk side connection, Feature Group D (FGD) Type, to Teleport's switches with an associated 10XXX access code for the customer's use in originating and terminating communications.

4.1.1 Provisioning

A. Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer or Toll Free Transit Traffic originated by a third party who is not an end user of the Company; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).

B. An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with Switched Access service equipped with out of band signaling. Out of band signaling allows the customer to pass call setup information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between Teleport's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).

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4. SWITCHED ACCESS SERVICES

4.1 Switched Access Service (continued)

4.1.1 Provisioning (continued)

C. Switched Access Service is provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified. Teleport will follow all applicable industry practice in the provision of Switched Access Service.

D. Switched Access Service switching is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multi frequency or dial pulse address signals will be provided by Teleport to the customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided.

E. The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by Teleport. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

F. Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated customer. 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 where the Teleport switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC +NN.

G. When the 10XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the customer's premises.

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4. SWITCHED ACCESS SERVICES

4.1 Switched Access Service (continued)

4.1.2 Optional Features

A. Optional features available with FGD are:

1. Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (d) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

   The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party.

2. Calling Party Number (CPN) This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consists of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Bellcore Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

   Teleport will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

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4. SWITCHED ACCESS SERVICES

4.1 Switched Access Service (continued)

4.1.2 Optional Features (continued)

3. Charge Number (CN) This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

4. Carrier Selection Parameter (CSP)_ This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

5. 800/888 Toll Free Service and Toll Free 8YY Transit Traffic Service. 800/888 Toll Free Service is an originating only trunk side service. When an 800+NXX+XXXX call is originated by an end user, Teleport will perform customer identification based on screening of the full ten-digits of the 800/888 number to determine the location to which the call is to be routed.

   Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. The connection to the interexchange carrier can be either directly via a Direct End Office Trunk from the Company's switch to the IXC or indirectly via the tandem provider's switching facility. This service provides for the use of the Tandem Switching, Tandem Termination, Tandem Facility, and 800 Data Base Query functionalities.

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4. SWITCHED ACCESS SERVICES

4.1 Switched Access Service (continued)

4.1.2 Optional Features (continued)

To the extent the Company jointly provides Toll Free 8YY Transit Traffic Service in conjunction with a third-party carrier that will bill Interexchange Carrier Customers of that third-party carrier's switched access service, pursuant to that third-party carrier's tariff or other authority, for that third party carrier's portion of the total service, the Company and third party carrier(s) will enter into a billing agreement with all billing carriers which is consistent with the provisions contained in MECAB. Toll Free 8YY Transit Traffic Service calls routed to a tandem provider's switching facility will conform to the LATA restrictions as defined both in said tandem provider's switched access tariff and in MECAB.

Switched Access rates and charges apply to 800/888 Toll Free Services calls originated from Teleport end offices and calls originating from the Toll Free 8YY Transit Traffic Service. In addition to Switched Access usage charges, a basic query charge as specified in section 5.4(D) following applies to each 800/888 Toll Free Service call delivered to the customer and to each Toll Free 8YY Transit Traffic service call delivered to the customer. A basic query charge consists of customer identification (i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800/888 calls can be received.)

6. Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customers SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

   Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in the Price List.

7. Operator Transfer Service. This option allows end user Customers who dial 0- to be transferred to the customer's Operator service by Teleport operators.

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4. SWITCHED ACCESS SERVICES

4.2 Rate Application

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Switched Access Service access minute and are accumulated over a monthly period.

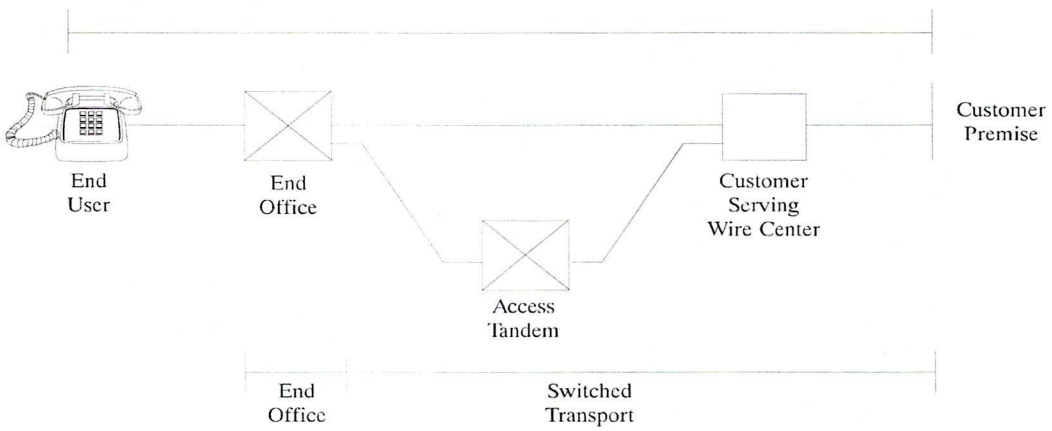
4.2.1 Rate Categories

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete service.

A. Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

Switched Access Service



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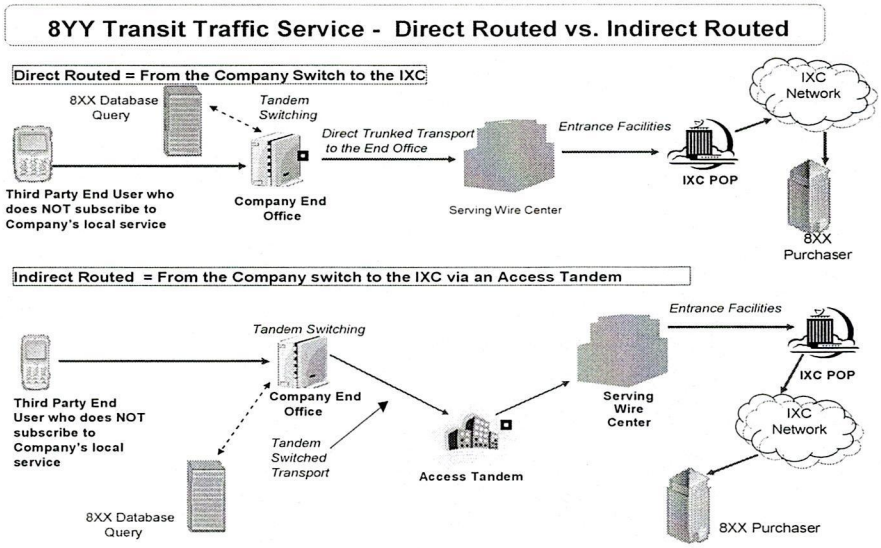
4. SWITCHED ACCESS SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

The following diagram depicts the call flow for 8YY Transit Traffic Service.



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4. SWITCHED ACCESS SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

B. Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

C. Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

The Direct Trunk Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunk Transport rate is the sum of the fixed and per mile rates. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

D. Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office. For Tandem Switched Transport the Company will determine the type of facilities from the SWC of the customer's premises to the end office based on the customer's order for service based on a busy hour minutes of capacity basis or on a per trunk basis.

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4. SWITCHED ACCESS SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

D. Tandem Switched Transport Rate Category (continued)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate. The Tandem Switched Transport Rate Category applies to Toll Free 8YY Transit Traffic Service.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

1. 8YY Transit Traffic: - Direct-Routed
For direct-routed 8YY Transit Traffic, the tandem switching rate element will be billed. The tandem switching charge is in addition to the 800 Database Service charge described in Section 4.1.2.

2. 8YY Transit Traffic: - Indirect-Routed
For indirect-routed 8YY Transit Traffic, the following 3 rate elements will be billed: Tandem switching, tandem transport (fixed), tandem transport facility (per mile). These rate elements are in addition to the 800 Database Service charge described in Section 4.1.2.

E. Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

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4. SWITCHED ACCESS SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

F. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

G. Nonchargeable Optional Features

1. Out of Band Signaling

This option allows the customer to exchange signaling for FGD call setup over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel signaling Access Service between the customers SPOI and the Company's STP.

Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of band signaling information.

H. Chargeable Optional Features

1. 800/888 Toll Free Service

800/888 Toll Free Service Data Base Query Charge

The basic query charge is assessed the customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800/888 Toll Free Service or Toll Free 8YY Transit Traffic Service. 800+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800/888 Data Base.

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4. SWITCHED ACCESS SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

I. End Office

The End Office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Switched Access rate element.

1. Switched Access Rate Category

The Switched Access rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.

2. Nonchargeable Optional Features - The following features are provided at no cost to the customer when Switched Access Service is provided by the Company.

a. Automatic Number Identification (ANI)
(Described in 4.1.2.A.1 preceding)

b. Calling Party Number (CPN)
(Described in 4.1.2.A.2 preceding)

c. Charge Number (CN)
(Described in 4.1.2.A.3 preceding)

d. Carrier Selection Parameter (CSP)
(Described in 4.1.2.A.4 preceding)

e. Common Channel Signaling Access Service (CCSAS)
(Described in 4.1.2.A.6 preceding)

3. Chargeable Optional Features

a. 800/888 Toll Free Service
(Described in 4.1.2.A.5 preceding)

b. Operator Transfer Service
(Described in 4.1.2.A.7 preceding)

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4. SWITCHED ACCESS SERVICES

4.3 Feature Group D Usage Measurement

4.3.1 Description

A. For originating calls over FGD with multi-frequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.

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

C. For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.

D. The measurement of terminating call usage over FGD ends when the 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. For 800/888 Toll Free usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination. 800/888 Toll Free usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the end office.

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4. SWITCHED ACCESS SERVICES

4.4 Switched Access Rates

A. Service Orders

See Price List for current rates.

B. Switched Transport

See Price List for current rates.

C. End Office

See Price List for current rates.

D. 800/888 TOLL FREE SERVICE

See Price List for current rates.

E. Operator Transfer

See Price List for current rates.

4.5 Reciprocity

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Nebraska, during any billing period, if the applicable rates and charges set forth in this tariff are lower than the rates and charges offered or charged anywhere within Nebraska by the Customer or its affiliate to the Company for such comparable services as of the last day prior to such billing period, ("Customer Price"), then for such Customer, the comparable rates and charges in this tariff may be increased by the Company to an amount equal to such Customer Price.

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3.2 Rates for Dedicated Access Services**

3.2.2 DS3 Service

1. DS3 Standard Rate Schedule
   Type 1 and Type 2 (Fixed and Per mile are mileage sensitive)

   This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

Rates	MTM*	1 Year	3 Year	5 Year
Local Distribution Channel:				
(Per Channel)				
(Zone 1)	$1,346	$1,346	$1,189	$1,041
(Zone 2)	$1,346	$1,346	$1,189	$1,041
(Zone 3)	$1,346	$1,346	$1,189	$1,041
Interoffice Channel Mileage:				
1-8 Miles (Fixed)				
(Zone 1)	$287	$279	$259	$216
(Zone 2)	$287	$279	$259	$216
(Zone 3)	$287	$279	$259	$216
1-8 Miles	(Per Mile)			
(Zone 1)	$40	$39	$37	$32
(Zone 2)	$40	$39	$37	$32
(Zone 3)	$40	$39	$37	$32
9-25 Miles	(Fixed)			
(Zone 1)	$324	$315	$292	$243
(Zone 2)	$324	$315	$292	$243
(Zone 3)	$324	$315	$292	$243
9-25 Miles	(Per Mile)			
(Zone 1)	$41	$40	$37	$33
(Zone 2)	$41	$40	$37	$33
(Zone 3)	$41	$40	$37	$33

*MTM requires a 90-day minimum commitment.

**Effective July 30, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customers' current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 30, 2008 no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.2 DS3 Service (continued)

1. DS3 Standard Rate Schedule
   Type 1 and Type 2 (Fixed and Per mile are mileage sensitive)

Rates	MTM*	1 Year	3 Year	5 Year
Interoffice Channel Mileage				
26-50 Miles	(Fixed)			
(Zone 1)	$352	$342	$317	$264
(Zone 2)	$352	$342	$317	$264
(Zone 3)	$352	$342	$317	$264
26-50 Miles	(Per Mile)			
(Zone 1)	$41	$40	$37	$33
(Zone 2)	$41	$40	$37	$33
(Zone 3)	$41	$40	$37	$33
Over 50 Miles	(Fixed)			
(Zone 1)	$380	$369	$342	$285
(Zone 2)	$380	$369	$342	$285
(Zone 3)	$380	$369	$342	$285
Over 50 Miles	(Per Mile)			
(Zone 1)	$47	$46	$42	$37
(Zone 2)	$47	$46	$42	$37
(Zone 3)	$47	$46	$42	$37

Installation Rates: $290 per Local Distribution Channel (all miles)

*MTM requires a 90-day minimum commitment.

**Effective July 30, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customers' current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 30, 2008 no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.2 DS3 Service (continued)

3. Volume Discounts - Local Distribution Channel (Per End)*

# of DS3's		Rate Per DS3 Channel 1 Year	3 Year	5 Year
2	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
3	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
6	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
9	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
12	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
24	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0
36	(Zone 1)	$0	$0	$0
	(Zone 2)	$0	$0	$0
	(Zone 3)	$0	$0	$0

Standard mileage charges apply to the above rates.

Notes: * Volume Discounts apply to Type I service only.

**Effective July 30, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customers' current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 30, 2008 no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.3 DS1 Service (1.544 mbps)

1. DS1 Standard Rate Schedule
   Type 1 and Type 2 (Fixed and Per mile are mileage sensitive)

Rates	MTM*	1 Year	3 Year	5 Year
Local Distribution	Channel:			
(Per Channel)				
(Zone 1)	$110	$110	$100	$88
(Zone 2)	$119	$119	$110	$95
(Zone 3)	$129	$128	$119	$103
Interoffice Channel	Mileage:			
1-8 Miles (Fixed)				
(Zone 1)	$79	$79	$67	$59
(Zone 2)	$79	$79	$67	$59
(Zone 3)	$79	$79	$67	$59
1-8 Miles	(Per Mile)			
(Zone 1)	$13	$13	$11	$10
(Zone 2)	$13	$13	$11	$10
(Zone 3)	$13	$13	$11	$10
9-25 Miles	(Fixed)			
(Zone 1)	$95	$95	$81	$72
(Zone 2)	$95	$95	$81	$72
(Zone 3)	$95	$95	$81	$72
9-25 Miles	(Per Mile)			
(Zone 1)	$14	$14	$13	$11
(Zone 2)	$14	$14	$13	$11
(Zone 3)	$14	$14	$13	$11

*MTM requires a 90-day minimum commitment.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.3 DS1 Service (44.736 Mbps) (continued)

1. DS1 Standard Rate Schedule
   Type 1 and Type 2 (Fixed and Per mile are mileage sensitive)

Rates	MTM*	1 Year	3 Year	5 Year
Interoffice Channel Mileage				
26-50 Miles	(Fixed)			
(Zone 1)	$105	$105	$89	$79
(Zone 2)	$105	$105	$89	$79
(Zone 3)	$105	$105	$89	$79
26-50 Miles	(Per Mile)			
(Zone 1)	$14	$14	$12	$10
(Zone 2)	$14	$14	$12	$10
(Zone 3)	$14	$14	$12	$10
Over 50 Miles	(Fixed)			
(Zone 1)	$114	$114	$97	$86
(Zone 2)	$114	$114	$97	$86
(Zone 3)	$114	$114	$97	$86
Over 50 Miles	(Per Mile)			
(Zone 1)	$14	$14	$12	$10
(Zone 2)	$14	$14	$12	$10
(Zone 3)	$14	$14	$12	$10

Installation Rates: $298 per Local Distribution Channel (all miles)

*MTM requires a 90-day minimum commitment.

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3.2 Rates for Dedicated Access Services (continued)***

3.2.4 DS3/1 Mux (Fanout) /Rate Schedule

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a Teleport Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 1-year service period for each Fanout DS1 Service.

		Monthly	Recurring	
Service Configuration	Non-Recurring	1 Year	3 Year	5 Year
DS3 Channel Between Client Location and ALS Node	Standard DS3 NRC Rates	Standard	DS3 Rate	Schedule*
DS3/1 MUX @ ALS Node	$185	$269	$250	$222
Optional DS3/1 MUX @ Client Location	$185	$269	$250	$222
DS1 Fanout Channel	Standard DS1 NCR Rates	Standard	DS1 Rate	Schedule**

*One DS3 Local Distribution Charge

**One DS1 Local Distribution Charge applies to each individual DS1 fanned out

Fanout circuit mileage and pricing should be determined by the customer's preferred routing scheme (i.e., based on mileage between Qwest Central Office serving the circuit endpoints) and not on TCDEN node location(s) where the circuit(s) are actually being routed. For example, a customer may designate the US West Denver Main Central Office as their preferred fanout location. Although TCDEN may choose to route this circuit through its own node, the mileage and pricing should be based on a fanout through the Denver Main Central Office.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.5 DS3/1 Mux High Capacity Rate Schedule

This service consists of 28 DS1 (1.544Mbps) digital channels that connect two client locations each utilizing a DS3/1 mux. The connection will be rated as a standard DS3 circuit with Interoffice Mileage and Local Distribution Channels at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring 1 Year	Monthly Recurring 3 Year	Monthly Recurring 5 Year
28 DS1s Between Two Client Location	Standard DS3 NRC Rate	Standard	DS3 Rate	Schedule*
DS3/1 MUX @Both Client Locations	$370	$537	$500	$444

*Two (2) Local Distribution channel Charges Apply

3.2.6 DS1 Volume Discounts Rate Schedule

Local Distribution Channel (Per End) - Type 1 only

# of DS1'		3 Year	5 Year
10-20	(Zone 1)	$80	$71
	(Zone 2)	$80	$71
	(Zone 3)	$80	$71
21-40	(Zone 1)	$75	$67
	(Zone 2)	$75	$67
	(Zone 3)	$75	$67
40+	(Zone 1)	$71	$63
	(Zone 2)	$71	$63
	(Zone 3)	$71	$63

NOTES:
1. In addition to the above Local Distribution Channel charge, add the standard DS1 Fixed and Per Mile rates. Standard DS1 installation also applies per end. (See DS1 Standard Rate Schedule for fixed, per mile and installation rates).
2. Volume discounts rates are only applicable to Type I DS1 circuits. Requests for Type II volume discounts must be submitted to Field Marketing via the Non Standard Request process.
3. Volume discounts will apply when a customer orders 10 or more DS1 circuits at the same time, between the same locations on the same term.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.7 DS0 Standard Rate Schedule

DS0 Service	LDC Non-Recurring*	Monthly DS0 (LDC)*	Recurring DS0 Mileage (Fixed plus Per Mile)
2 wire voice grade	$103	$27.25	$25.96 Fixed Plus $0.17 Per Mile
4 wire voice grade	$134	$27.25	$25.96 Fixed Plus $0.17 Per Mile
2.4 to < 56 kbps	$100	$85.48	$35.50 Fixed Plus $0.46 Per Mile
56 to < 64 kbps	$100	$85.48	$35.50 Fixed Plus $0.46 Per Mile
56 or 64 kbps x N (N > 1)	$100 x N with 2,000 MAX	$85.48 x N	$35.50 Fixed Plus $0.46 Per Mile

*Local Distribution Channel (LDC) rates are applied on a "per local distribution channel" basis.

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3.2 Rates for Dedicated Access Services (continued)**

3.2.8 DS0/1 Mux Fanout Rate Schedule

This service consists of up to 24 DS0 digital channels, which are aggregated at a Company Node onto a standard DS1 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 90 day service period for each Hubbed DS1 Service.

			Monthly	Recurring
Service Configuration	Non-Recurring	1 Year	3 Year	5 Year
DS1 Service	Standard DS1 NRC Rates	Standard	DS1 Rate	Schedule
DS1/0 MUX @ a Company Node	$190	$238	$219	$190
DS0 Service	Standard DS0 NRC Rates	Standard	DS0 Rate	Schedule

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3.2 Rates for Dedicated Access Services (continued)**

3.2.9 Video Rate Schedule

Service Configuration	Non-Recurring	Monthly Recurring 1 Year	3 Year	5 Year
Local Distribution Channel -Per Channel	$500	$300	$275	$260
Interoffice Channel Mileage -Fixed	$0	$0	$0	$0
Interoffice Channel Mileage -Per Mile	$0	$55	$50	$47
Additional Audio Channels* -Per Audio Channel	$500	$100	$100	$100
Scrambling Capability -Per Video Channel	$0	$100	$100	$100

* Standard rates include two (2) video channels. A customer may order additional audio channels up to a maximum of four. There is no charge for the installation of additional audio channels when they are ordered at the time of the initial video circuit installation.

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4.4 Switched Access Rates

A. Service Orders

Service Component	Non-Recurring Charge
Installation Charge (Per Line or Trunk)	
- First	$280.00
- Additional	$280.00
Access Order Charge (Per Access Request)	$50.00
Engineering Change Charge (Per Engineer Hour)	$50.00
Service Date Change (Per Access Request)	$50.00
Design Change (Per Access Request)	$50.00

B. Switched Transport

Tandem Switched Transport	Non-Recurring	Per Access Minute
ORIG.-Tandem Trans. Fixed	None	$0.000480
TERM.-Tandem Trans. Fixed	None	$0.000360
- Tandem Trans. Per Mile	None	$0.00002
- Tandem Switching	None	$0.004000
Common Channel Signaling Access	**Non-Recurring**	**Recurring**
STP Port Termination (per port)	ICB	None
STP Link Transport (per mile)	None	ICB

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4.4 Switched Access Rates (continued)

C. End Office

Service Component	Originating ($ Per MOU)	Terminating ($ Per MOU)
Switched Access - No Minimum Volume	$.015173	$.008947

D. 800/888 TOLL FREE SERVICE

Service Component	Non-Recurring	Per Query
800/888 Data Base Query	None	$0.02600

E. Operator Transfer

Service Component	Non-Recurring	Per Call
Operator Transfer (per call)	None	$0.35

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