SWITCHED ACCESS SERVICE

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

WIDE VOICE, LLC

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Las Vegas, NV 89145

CHECK SHEET

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

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SWITCHED ACCESS SERVICES

ISSUING CARRIERS

Wide Voice, LLC

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

(C) To signify changed rate, regulation or condition.

(D) To signify discontinued rate, regulation or condition.

(I) To signify an increase.

(M) To signify text relocated without change.

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

(R) To signify a reduction.

(T) To signify a change in the word of text, but no change in the rate, rule or condition.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an Intrastate call, usage is measured from the time the 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. 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. 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 Group (ASG)

The term "Access Service Group" denotes a group of like access services ordered to an end office or access tandem switch or to a dial tone office.

Access Tandem

The term "Access Tandem" denotes a Company or Exchange Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and the customer's point of termination.

Access Transport Parameter (ATP)

The term "Access Transport Parameter (ATP)" denotes the SS7 out of band signaling parameter which provides the automatic transmission of information from the originating calling location through the Common Channel Signaling Network. Information supplied using ATP may consist of one or more of the following: Called Party Subaddress; Calling Party Subaddress; High and Low Layer Compatibility and Compatibility Checking by the called party's equipment.

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

Agent

The term "Agent" denotes any individual, corporation, or other entity who an end user or location provider designates to act on its behalf before the Company whether in conjunction with the selection of a primary IC or in conjunction with other matters pertaining to the end user's or location provider's service.

Answer/Disconnect Supervision

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

Automatic Number Identification (ANI)

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

Automatic Number Identification Information Digits (ANIii)

The term "Automatic Number Identification Information Digits" (ANIii) denotes the two digit ANIii pair assignment made by the North American Numbering Plan Administrator at Telcordia. The information digits precede the 7 or 10 digit telephone number on the ANI record and inform the customer of the calling party's class of service for billing, routing and special handling purposes.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Call

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

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

Calling Party Number (CPN)

The term "Calling Party Number" (CPN) denotes the SS7 out of band signaling parameter which automatically transmits the calling party's ten-digit telephone number to the customer's premises for calls originating in the LATA.

Carrier Identification Parameter (CIP)

The term "Carrier Identification Parameter" (CIP) denotes the SS7 out of band signaling parameter which transmits the Carrier Identification Code (CIC) of the presubscribed carrier or the Access Code (101XXXX) dialed by the calling party to the customer as part of the Initial Address Message (IAM).

Carrier Or Common Carrier

See "Interexchange Carrier".

Carrier Selection Parameter (CSP)

The term "Carrier Selection Parameter" (CSP) denotes the SS7 out of band signaling parameter which identifies whether the dialing end user accessed the customer's network through a presubscribed line or by dialing the customer's 101XXXX code.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office (CO)

The term "Central Office" denotes a local Company switching system located at a wire center where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's telephone exchange service when dialed on a local basis.

Centralized Automatic Reporting On Trunks (CAROT) Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize

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

Charge Number (CN)

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

CLEC (Competitive Local Exchange Carrier)

The term "CLEC" denotes a telecommunications company, certified by a state utilities commission, to provide a competitive local exchange service in ILEC Territory.

Commercial Mobile Radio Service (CMRS) Provider

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

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

Common Channel Signaling Access Capability (CCSAC)

The term "Common Channel Signaling Access Capability" (CCSAC) denotes the interconnection between the Company's CCSN and a customer's CCSN.

Common Channel Signaling Network (CCSN)

The term "Common Channel Signaling Network" (CCSN) denotes a specialized digital signaling network separate from the regular message (voice) network which interconnects computerized switching systems and has access to special data bases.

Common Line

The term "Common Line" denotes a line, trunk or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications Systems

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

Company

Used throughout this tariff to indicate Wide Voice, LLC.

Customer(s)

The term "customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which subscribes to the services offered under this Tariff, including Interexchange Carriers (ICs), end users and interconnectors.

Customer-provided Tandem

The term "Customer-provided Tandem" denotes a customer-provided switching system that provides a concentration and distribution function of originating or terminating traffic between a Company equal access end office(s) subtending the customer-provided tandem at the customer's point of termination.

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

Destination Point Code

The term "Destination Point Code" denotes a routing label that identifies where the CCS/SS7 signaling message should be sent.

Detail Billing

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

Dial Pulse Address Signaling

The term "Dial Pulse Address Signaling" denotes the transmission of number information, e.g., called number, between the end office switching systems and the customer's premises (in either direction) by means of direct current impulses.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes the following: (1) the transport between the serving wire center of the customer's premises and a Company end office, Company Hub or Company access tandem or between a Company Hub and a Company end office or Company access tandem on circuits dedicated to the use of a single customer, without switching at the Company access tandem or, (2) the transport with Tandem Signaling Information (i.e., CIC and 0ZZ codes or equivalent SS7 parameters) between the serving wire center of the customer-provided tandem premises and a Company equal access end office subtending the customer-provided tandem or a Company Hub or between a Company Hub and a Company equal access end office subtending the customer-provided tandem.

Donor Switch

The term "Donor Switch" denotes the original switch source of a portable NXX code.

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

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Lineside Switched Access Service. It may be utilized when Lineside Switched Access Service is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

800 Data Base Access Service

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

8XX Service Provider

The term "8XX Service Provider" denotes a telecommunications company, including Exchange and Interexchange Carriers, that offer 8XX Service to subscribers.

End Office Switch

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

"End User" means any customer of an Intrastate telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

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

Entrance Facility

The term "Entrance Facility" denotes the dedicated Switched Access transport facility from the customer's premises or point of demarcation to the Company serving wire center

Entry Switch

See "First Point of Switching".

Exchange

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

Exit Message (EXM)

The term "Exit Message" (EXM) denotes a SS7 message sent to an end office by the Company's access tandem or a customer-provided tandem switch to mark the carrier connect time when the Company's access tandem or a customer-provided tandem switch sends an Initial Address Message to the interexchange carrier.

Extended Area Service (EAS)

See definition of "Exchange".

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer's premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer's premises.

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

Flexible Automatic Number Identification

The term "Flexible Automatic Number Identification" denotes the two digit ANIii pair assignments which are installed in a switch via a flexible software program controlled by the Telephone Company.

Hard Coded Automatic Number Identification Information Digits

The term "Hard Coded Automatic Number Identification Information Digits" denotes the two digit ANIii pair assignments which are installed in a switch via a generic switch update provided by the switch vendor.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

The term "Hub" denotes a Company designated wire center at which bridging, multiplexing or connections to other services are performed (e.g., WATS Access Service, PPSN and connections of two like services installed as two separate services).

Immediately Available Funds

The term "Immediately Available Funds" 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.

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.

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

Initial Address Message (IAM)

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

Integrated Service Digital Network User Part (ISUP)

The term "Integrated Service Digital Network User Part" denotes protocol that provides the mechanism for establishing the connections from the originating exchange to the destination exchange, without using the bearer circuit itself.

Interexchange Carrier (IC) Or Interexchange Common Carrier

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

Intrastate Communications

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

Letter of Authorization (LOA)

The term "Letter of Authorization" (LOA) denotes the signed authorization form from a customer or agent designating who has authority to act on behalf of the customer for billing and service related issues.

Line-Side Connection

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

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

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.

Local Area Network (LAN)

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

Local Calling Area

The term "Local Calling Area" which includes Extended Area Service (EAS) points, denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring MTS charges.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Location Routing Number

The term "Location Routing Number" denotes a ten-digit number used to uniquely identify a switch that has ported numbers.

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

Logical Channel

The term "Logical Channel" denotes a communications channel through the network that allows simultaneous transmission of sequenced data packets through the network. No circuit capacity is preassigned to a logical channel; capacity is made available as data is transmitted.

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a Private Line Transport Service period of four (4) hours, a major fraction thereof would be any period of time in excess of 2 hours exactly. Therefore, if a given service is interrupted for a period of six hours and one minute, the customer would be given a credit allowance for two four-hour periods.

Message

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

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office" (MTSO) denotes the switching facility used by a Commercial Mobile Radio Service provider in performing originating and terminating switching functions for calls exchanged between their customers, the Telephone Company customers, Interexchange Carriers and Independent Telephone Company customers.

Modification Of Final Judgment (MFJ)

The term "Modification of Final Judgment" (MFJ) denotes the consent decree approved by the U.S. District Court in United States versus Western Electric 552 F. Supp. 171 (To D.C. 1982).

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

Multifrequency (MF) Address Signaling

The term "Multifrequency (MF) Address Signaling" denotes a signaling method in which a combination of two out of six Voiceband frequencies are used to represent a digit or a control signal.

N Minus One (N-1)

The term "N Minus One (N-1)" denotes a querying protocol where 'N' is a wireless or wireline entity terminating the call to the end user, or a network provider contracted by the entity to provide tandem access. The N-1 carrier for a local call is usually the Local Exchange Company of the calling party, but may also be a wireless provider. The N-1 carrier for an interexchange call is usually the calling customer's interexchange carrier.

National Directory Assistance (NDA) Service

The term "National Directory Assistance" denotes a telephone number, voice information service for any NPA in the United States that the Company provides to telecommunications carriers.

Network Address

The term "Network Address" denotes a numeric character string used to identify the customer network location of the DTE and the destination of each virtual call made within the network to that location.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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

Network Interface (NI)

The term "Network Interface (NI)" denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or other customer provided facilities.

Network-To-Network Interface (NNI)

The term "Network-To-Network Interface (NNI)" denotes a frame relay industry-standard interface between two frame relay networks, used to connect frame relay networks.

North American Numbering Plan (NANP)

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

Office Replacement

The term "Office Replacement" denotes a situation where the hardware and software in a Company switching office is replaced with different hardware and software for the establishment and maintenance of a given switching office.

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

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an end user premises to a customer's premises.

Pay Telephone

The term "Pay Telephone" denotes an instrument provided by a Payphone Service Provider that is available to the general public for public convenience and necessity. Pay telephones utilize Basic and Smart Public Access Line Service provided under the general and/or local exchange service tariffs.

Payphone Service Provider (PSP)

The term "Payphone Service Provider (PSP)" denotes an entity that controls and incurs the costs of placement and maintenance of pay telephones.

Point Of Interconnection

The term "Point of Interconnection" denotes the Company-designated point of physical demarcation outside the Company's wire center where the interconnector provided and owned fiber optic facilities end and the Company's fiber optic facilities begin for Expanded Interconnection-Collocation Service.

Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

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

Premises

The term "Premises" denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located aboveground or underground on private property or on customer acquired Right-of-Way. Except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

Primary IC (PIC)

The term "Primary IC" (PIC) denotes the Interexchange Carrier (IC) of choice as designated by an end user for business or residential service or a location provider for a pay telephone.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the Company when contracting directly with the user of TSP service.

Protocol

Set of rules for conducting interactions between two or more terminals, hosts or peripherals. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

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

Query

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

Quotation Preparation Fee

The term "Quotation Preparation Fee" denotes the fee for the work activities performed by the Company to provide a quotation for EIC Service.

Recipient Switch

The term "Recipient Switch" denotes any end office switch that serves ported NXX codes not originally assigned to the switch.

Regional Service Management System/Number Portability Administration Center

The term "Regional Service Management System/Number Portability Administration Center" denotes the third party administered number portability database which maintains information on all ported numbers in a specific geographic area, in this case, the Company's region.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Release Message

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

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

Remote Switching Modules And/Or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" (RSM/RSS) denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The RSM/RSS cannot accommodate direct trunks to a customer.

Responsible Organization

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

Service Control Point (SCP)

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

Service Management System/800 (SMS/800)

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

Service Switching Point (SSP)

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

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

Serving Wire Center (SWC)

The term "Serving Wire Center" denotes the local Telephone Company office from which dial tone for local exchange service would normally be provided to the customer premises.

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., end offices and access tandems), data bases or operator service systems that are equipped with CCS.

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switching System

The term "Switching System" denotes the hardware and/or software utilized by the Company for the establishment and maintenance of a given central office.

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

Tandem Service Provider

The term "Tandem Service Provider" denotes any interested third party including competitive access providers, interexchange carriers and end users, requesting Tandem Signaling Information for the purpose of providing tandem switching to carry CST3 or FGD Service traffic from a Company end office to their own tandem, switch traffic at that point, and deliver the traffic to the appropriate interexchange carrier.

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes the transport between an access tandem and end offices that subtend the access tandem that utilizes tandem switching functions. Tandem-Switched Transport consists of circuits used in common by multiple customers from the tandem to an end office.

Telecommunications Number

The term "Telecommunications Number" denotes a unique NPA NXX-XXXX assigned to a subscriber of a Local Service Provider.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer's premises to an end user's premises.

Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Transaction Capabilities Application Part (TCAP)

The term "Transaction Capabilities Application Part" denotes the design of non-circuit related messages. TCAP protocol provides a means for reliable transfer of information from one application at a switch location to another application within another network entity.

Transmission Path

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

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

Trunk

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

Trunk Group

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

Trunk-Side Connection

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

Unauthorized PIC Change

The term "Unauthorized PIC Change" denotes an end user or location provider whose selected PIC was changed and the IC is unable to produce the signed end user or location provider Letter Of Authorization (LOA) to the Company for the resolution of the PIC dispute.

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 (V) and horizontal (H) coordinates of the two points.

Wire Center

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.

2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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

2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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

2.3 Limitations

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

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

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

2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

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

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

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

2.5 Application or Service

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

2.6 Ownership of Facilities

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

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

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

2.7 Liability of the Company

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

2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.

2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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

2.7 Liability of the Company, (Cont'd.)

2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer□s premise resulting from the existence of the Company□s equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.

2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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

2.8 Liability of the Customer

2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

2.9 Obligations of the Customer

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

A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;

C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order (if required) for service;

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

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.1 (continued)

E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9 1.C; and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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

G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;

H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and

I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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

2.9 Obligations of the Customer, (Cont'd.)

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

A. Design of Customer Services

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

B. Network Contingency Coordination

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

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

2.9 Obligations of the Customer, (Cont'd.)

2.9.3 Jurisdictional Reports Requirements

A. Customer must state percentage of interstate traffic (PIU) on a quarterly basis at the beginning of each calendar month, in advance.

B. Customer must state percentage of Toll VoIP-PSTN Traffic (PVU) on a quarterly basis at the beginning of each calendar quarter, in advance for both interstate and intrastate jurisdictions.

C. Customer must state percentage of CMRS-originated traffic (PCU) on a quarterly basis at the beginning of each calendar quarter, in advance. If CMRS originated, must state traffic that is inter-MTA (PCIU) on a quarterly basis at the beginning of each calendar quarter, in advance.

D. In all cases, the burden of proof, contrary to data gathered by the Company, is on the customer.

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

2.10 Billing and Payment for Service

2.10.1 Responsibility for Charges

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

A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;

B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;

C. any calls placed by or through the Customer's equipment via any remote access feature(s);

2.10.2 Minimum Period

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

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.3 Payment for Service

A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.

C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.

D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.

E. Customer billing for dedicated services will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

H. In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.4 Disputed Charges

A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services.

C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.

E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.

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

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

2.10 Billing and Payment for Service, (Cont'd.)

2.10.5 Late Payment Fees

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

2.10.6 Returned Check Charge

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

2.11 Taxes, Surcharges and Fees

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

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

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

2.12 Deposits and Advanced Payments

2.12.1 General

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

2.12.2 Deposits

A. The Company will, in order to safeguard its interests, only require a customer who has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months' service.

C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.

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

E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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

2.12 Deposits and Advanced Payments, (Cont'd.)

2.12.3 Advance Payments

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

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

2.13 Cancellation by Customer

2.13.1 General

A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company□s network. By originating traffic from or terminating traffic to the Company□s network, the Customer will have constructively ordered the Company□s switched access service.

2.13.2 Cancellation of Contract Services

A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

(1) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

(3) all recurring charges specified in the applicable service order for the balance of the then current term.

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

2.13 Cancellation by Customer, (Cont'd.)

2.13.3 Cancellation of Application for Service

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

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

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

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

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

2.14 Cancellation by Company

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

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

A. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.

B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

C. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.

D. In the event of tampering with the equipment or services of the Company or its agents.

E. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer□s own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

F. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

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

2.14 Cancellation by Company, (Cont'd.)

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

A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company□s discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

E. For use of telephone service for any property or purpose other than that described in the application.

F. For Customer's breach of any contract for service between the Company and the Customer.

G. For periods of inactivity in excess of sixty (60) days.

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

2.15 Restoration of Service

2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.

2.15.2 A restoration fee of $25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

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

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

B. the reception of signals by Customer-provided equipment; or

C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

2.17 Interconnection

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers□ tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.17.4 If harm to the Company□s network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer□s service immediately, with no prior notice required.

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

2.18 Customer-Provided Equipment

2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company□s network.

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.18.6 If harm to the Company□s network, personnel or services is imminent, the Company reserves the right to shut down Customer□s service immediately, with no prior notice required.

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

2.19 Inspection, Testing and Adjustments

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

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

2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

2.20 Allowances for Interruptions in Service

2.20.1 General

A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

2.20 Allowances for Interruptions in Service, (Cont'd.)

2.20.2 Limitations of Allowances

A. No credit allowance will be made for any interruption in service:

(1) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

(2) due to the failure of power, equipment, systems, connections or services not provided by the Company;

(3) due to circumstances or causes beyond the reasonable control of the Company;

(4) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

(5) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

(6) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

(7) that was not reported to the Company within 30 days of the date that service was affected.

(8) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company□s control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

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

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

2.20 Allowances for Interruptions in Service, (Cont'd.)

2.20.4 Application of Credits for Interruptions in Service

A. Except as provided in Section 2.20.2 A., if a Customer□s service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds $1.00.

B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month□s flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

Credit = A/720 x B

A = outage time in hours (must be 8 or more)
B = total monthly recurring charge for affected service.

D. No credits will be provided for usage sensitive services.

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

2.21 Notices and Communications

2.21.1 The Customer shall designate on the service order, or shall otherwise provide, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.21.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.

2.21.3 Notice of a pending disconnection of a Customer□s service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.21.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.

B. For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

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

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

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

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

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

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

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

When an Access Service is provided to a customer where one portion of the service is provided by one Exchange Telephone Company and the other portion of the service is provided by another Exchange Telephone Company, 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).

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2.25 Application of Access Charges to VoIP-PSTN Access Traffic

2.25.1 All VoIP-PSTN Access traffic will be assessed switched access charges in accordance with the Company's applicable interstate switched access Tariff FCC No.3.

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

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

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

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

3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer□s End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company□s switched access services as described and priced herein.

3.1.4 In those situations where a CMRS provider terminates interMTA traffic over the Company's network then the rates, terms and conditions of this tariff will apply.

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

3.2 Provision and Description of Switched Access Service

3.2.1 Switched Access Service is provided as a FGD serving arrangement. The provision of FGD Switched Access Service requires transport facilities (Entrance Facilities, DTT facilities, and TST facilities for tandem routed traffic), multiplexing equipment and the appropriate local switching functions.

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

3.2.3 There are various optional features available with Switched Access Service. These additional features are provided as Switched Transport, Common Switching, Transport Termination and Line Termination.

3.2.4 FGD is provided at Company-designated end office switches whether routed directly to an end office or via Company-designated electronic access tandem switches.

3.2.5 FGD, which is available to all customers, provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

3.2.6 When FGD service is directly routed to an end office, the Switched Transport configuration is composed of an Entrance Facility and a DTT facility to an end office. When FGD is switched through an access tandem, the Switched Transport configuration is composed of an Entrance Facility, a DTT facility between the SWC and the access tandem and TST from the access tandem to the end offices subtending the access tandem. Multiplexing options are available.

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

3.2 Provision and Description of Switched Access Service, (Cont'd.)

3.2.7 FGD switching is provided with multifrequency address signaling or SS7 out band signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by the customer's end user using dual-tone multifrequency or dial-pulse address signals will be provided by Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals is provided by the Company equipment to the customer's designated premises.

3.2.8 FGD switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, community information services of an information service provider, and other customer services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office via DTT, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls in the terminating direction will not be completed to 101XXXX, 950-XXXX (or 1 + 950-XXXX) access codes, local operator assistance (0- and 0+), Voice DA (411 or 555-1212) and service codes 611 and 911.

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

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

3.2 Provision and Description of Switched Access Service, (Cont'd.)

3.2.10 The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service when the end user's telephone exchange service is arranged for Interexchange Carrier (IC) Subscription. When no access code is required, the number dialed by the customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP). For calls outside the NANP, and, if the end office is technically equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01. When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 or 00 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or at the customer's option, the end-of-dialing digit (#) for cut-through access to the customer's premises.

3.2.11 FGD switching will be arranged to accept calls from telephone exchange service locations without the need for dialing a 101XXXX uniform access code. Each telephone exchange service line may be marked with an IC Subscription code to identify the 101XXXX uniform access code its calls will be directed to for interLATA service.

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

3.3 Rate Categories

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

- Switched Transport (described in 3.3.1, following)
- Local Switching (described in 3.3.2, following)
- Common Line (described in Sections 3.3.3, following)

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

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

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

3.3 Rate Categories, (Cont'd.)

3.3.1 Switched Transport

A. General Description

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications. Switched Transport is a two-way voice-frequency transmission path composed of an Entrance Facility (EF) and a Direct-Trunked Transport (DTT) facility for direct routed traffic. For tandem routed traffic, the Switched Transport is composed of an EF, a DTT to an access tandem and Tandem-Switched Transport (TST) from the access tandem to the subtending end offices. The transmission path permits the transport of calls in the originating direction (from the end user's end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously. The voice-frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

B. Switched Transport EF Rate Category

An EF provides the communication path between a customer's premises and the Telephone Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

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

3.3 Rate Categories, (Cont'd.)

3.3.1 Switched Transport, (Cont'd.)

C. Switched Transport DTT Rate Category

DTT provides the transmission path on circuits dedicated to the use of a single customer between:

- the customer's SWC and an end office, or
- the customer's SWC and an access tandem, or
- the customer's SWC and a Company Hub where multiplexing functions are performed, or
- a Company Hub and an end office, or
- a Company Hub and an access tandem.

The DTT rate category is composed of a monthly fixed rate and a monthly per mile rate based on the facility provided, (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

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

3.3 Rate Categories, (Cont'd.)

3.3.1 Switched Transport, (Cont'd.)

D. Switched Transport TST Rate Category

Tandem Switched Transport (TST) provides the transmission facilities between an access tandem and end offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers from the access tandem to an end office. The TST rate category is composed of the rate elements set forth in (1) through (4), following.

(1) Tandem Transmission

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

(2) Tandem Switching

Tandem Switching is a per-MOU rate assessed for utilizing tandem switching functions when tandem routing is requested for trunkside services.

(3) Access Tandem Trunk Port

An access tandem trunk port (ATTP) is provided for each trunk terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The ATTP rate is assessed monthly per trunk.

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

3.3 Rate Categories, (Cont'd.)

3.3.1 Switched Transport, (Cont'd.)

D. Switched Transport TST Rate Category

(4) Common Transport Multiplexing

Common transport multiplexing equipment is utilized in the end office side of the access tandem when common transport is provided between the access tandem and the subtending end offices. This rate is assessed on a per-MOU basis. (Multiplexing equipment associated with a DTT facility ordered to the access tandem is provisioned on the SWC side of the access tandem. Multiplexing rates for EF and DTT facilities are priced on an individual case basis, and if assessed, are in addition to the common transport multiplexing rates.)

3.3.2 Local Switching

The Local Switching rate category provides the local end office switching, intercept and end user line termination functions necessary to complete the transmission of Switched Access Communications to and from the end users served by the local end office. The Local Switching rate categories are described following.

A. Local End Office Switching Functions

(1) Common Switching

Common Switching provides the local end office switching functions associated with the various access switching arrangements.

(2) Transport Termination

Transport Termination provides for the arrangements which terminate the Switched Transport facilities.

B.. Intercept Function

The Intercept Function provides for the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number.

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

3.3 Rate Categories, (Cont'd.)

3.3.2 Local Switching, (Cont'd.)

C. End Office Shared Port

The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system or module (RSS or RSM) ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office. If tandem routing is being utilized to a RSS or RSM (via a host office), the shared port rate is assessed to the access minutes originating or terminating from that RSS or RSM and is not assessed at the host office. If the customer has requested direct routing from the SWC to a RSS or RSM (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the RSS or RSM. This rate is in addition to the End Office Dedicated Trunk Port rate assessed for the dedicated trunk terminating in the host office as described below.

D. End Office Dedicated Trunk Port

The End Office Dedicated Trunk Port rate provides for termination of a trunk to a dedicated trunk port in an end office. The rate is assessed per month for each trunk in service directly routed (via DTT) between the SWC and the end office.

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

3.3 Rate Categories, (Cont'd.)

3.3.3 Carrier Common Line Access Service

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to end users to furnish Intrastate telecommunications service. The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service.

A. Provision of Service

Where the customer is provided Switched Access Service under other sections of this Tariff, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates as set forth in this Section.

B. Determination Of Usage Subject To Carrier Common Line Access Rates

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access rates.

C. Switched Access Service Provided In Conjunction With A Commercial Mobile Radio Service Provider

For Switched Access Service provided in conjunction with a Commercial Mobile Radio Service provider, Carrier Common Line Access rates do not apply.

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

3.3 Rate Categories, (Cont'd.)

3.3.4 800 Data Base Access Service

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

The provision of 800 DB Access Service requires the customer's direct access to the Service Management System/800 (SMS/800), or as an alternative, the provision of such service by a Responsible Organization in accordance with the Guidelines for 800 Data Base.

When an 8XX call is originated by an end user, the Company will perform the customer identification function based on the dialed digits and the geographic origination of the call to determine the customer location to which the call is to be routed in accordance with SMS/800 information residing in the Service Control Point (SCP).

The customer has the option of having the dialed 8XX number (i.e., 8XX-NXX-XXXX) or the translated Plain Old Telephone Service (POTS) number (i.e., NPA-NXX-XXXX) delivered. If the translated POTS number is delivered, the customer must request the POTS Translation vertical feature through the Responsible Organization.

The customer's 8XX voice or data traffic may be combined in the same trunk group arrangement with the customer's non-8XX Access Service voice or data traffic or provisioned on a separate trunk group, unless prohibited by technical limitations.

800 DB Access Service originating usage, whether combined with non-8XX Access Service usage on trunk groups or provided using dedicated trunk groups, shall be measured in the same manner as specified for non-8XX Access Service usage over Trunkside Access.

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

3.3 Rate Categories, (Cont'd.)

3.3.4 800 Data Base Access Service, (Cont'd.)

The Company must be notified twenty-four (24) hours prior to any media stimulation. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, to ensure the provisioning of acceptable service to all telecommunications users of the Company's network services.

Vertical Features In addition to the basic carrier identification function, 800 DB Access Service subscribers may request vertical features through a Responsible Organization in accordance with the SMS/800 User Guide. Vertical features will be maintained within the SCP when technically feasible.

Call Handling and Destination Features allow service subscribers variable routing options by specifying a single carrier, multiple carriers (Exchange and/or Interexchange Carriers), single termination or multiple terminations. Multiple terminations for the variable routing options require the POTS Translation feature. The following variable routing options are available.

- Routing by Originating Telephone Number (NPA-NXX-XXXX)
- Time of Day
- Day of Week
- Specific Date
- Allocation by Percentage

A Call Handling and Destination Feature Query Charge is assessed to the service provider for each 8XX query to the SCP which utilizes one or more of the Call Handling and Destination Features.

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

3.4 Access Ordering

3.4.1 General

A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

(1) Customer name and Premises address(es);

(2) Billing name and address (when different from Customer name and address); and

(3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.4.2 Access Service Date Intervals

A. Access Service is provided with Standard or Negotiated Intervals

B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

(1) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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

3.4 Access Ordering, (Cont'd.)

3.4.2 Access Service Date Intervals, (Cont'd.)

B. (continued)

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

a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

b) There is no existing facility connecting the Customer Premises with the Company; or

c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or

d) The Company determines that Access Service cannot be installed within the Standard Interval.

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

3.4.3 Access Service Request Modifications

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

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

3.5 Special Construction or Special Service Arrangements

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

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

3.6 Rate Regulations

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

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 30 days.

Usage Rates:

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

Nonrecurring Charges:

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

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

3.6 Rate Regulations, (Cont'd.)

3.6.1 Measurement and Billing of Access Minutes

A. When recording originating calls over Switched Access Service with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over Switched Access Service ends when the originating Switched Access Service entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch. For terminating calls over Switched Access Service with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over Switched Access Service ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

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

3.6 Rate Regulations, (Cont'd.)

3.6.1 Measurement and Billing of Access Minutes, (Cont'd.)

C. Mileage, where applicable, will be measured in accordance with standard industry practices.

D. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

E. Access minutes are accumulated during the billing period. Fractional minutes at the end of the billing period are rounded up to the next whole minute.

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

3.6 Rate Regulations, (Cont'd.)

3.6.2 Moves

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

(1) The point of termination at the Customer's Premises, or

(2) The Customer's Premises

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

(1) Moves Within the Same Building

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

(2) Moves to a Different Building

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

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3.6 Rate Regulations, (Cont'd.)

3.6.3 Service Rearrangements

A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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

3.7 Entrance Facilities and Direct-Trunked Transport Rates and Charges

Nonrecurring and Monthly Recurring Entrance Facilities and Direct-Trunked Transport charges are priced on an Individual Case Basis (ICB).

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

3.8 Other Access Service Rates and Charges

3.8.1 CenturyLink (former Qwest) Areas

A.	Dedicated Trunk Port	
	Per DS1	$72.00 **(R)**
B.	Dedicated Tandem Trunk Port, Per DS1	
	Per DS1	$144.00
C.	Tandem Switching	
	Originating, per minute of use	$0.00491200
	Terminating, per minute of use	Note 1
D.	Tandem Switched Transport - Termination	
	Originating	
	Per minute of use, over 0 to 8 miles	$0.000360
	Per minute of use, over 8 to 25 miles	$0.000461
	Per minute of use, over 25 to 50 miles	$0.000476
	Per minute of use, over 50 miles	$0.000479
	Terminating	
	Per minute of use, over 0 to 8 miles	Note 1
	Per minute of use, over 8 to 25 miles	Note 1
	Per minute of use, over 25 to 50 miles	Note 1
	Per minute of use, over 50 miles	Note 1
E.	Tandem Switched Transport – Facility	
	Originating	
	Per minute of use per mile, over 0 to 8 miles	$0.000096
	Per minute of use per mile, over 8 to 25 miles	$0.000054
	Per minute of use per mile, over 25 to 50 miles	$0.000034
	Per minute of use per mile, over 50 miles	$0.000030
	Terminating	
	Per minute of use per mile, over 0 to 8 miles	Note 1
	Per minute of use per mile, over 8 to 25 miles	Note 1
	Per minute of use per mile, over 25 to 50 miles	Note 1
	Per minute of use per mile, over 50 miles	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link:
https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416

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

3.8 Other Access Service Rates and Charges, (Cont'd.)

3.8.1 CenturyLink (former Qwest) Areas, (Cont'd.)

F.	Common Transport Multiplexing (DS3/DS1)	
	Originating, per minute of use	$0.0000730
	Terminating, per minute of use	Note 1
G.	Common Trunk Port	
	Originating, per minute of use	$0.0014940
	Terminating, per minute of use	Note 1
H.	Local Switching	
	Originating, per minute of use	$0.0039510
	Terminating, per minute of use	Note 1
I.	Carrier Common Line	
	Originating/terminating	$0.0000000
J.	Interconnection Charge	
	Per minute of use	$0.0000000
K.	Database Charges	
	LNP Query - per query	$0.0020020
	800 Query, per query – Number Delivery	$0.0035000
	Optional Functions (rate applies in addition to number delivery charge)	
	POTS Translation	$0.0036650
	Call Handling and Destination	$0.0006940

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416

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

3.8 Other Access Service Rates and Charges, (Cont'd.)

3.8.2 Windstream Areas

A.	Dedicated Trunk Port Per DS1	$17.52 **(R)**
B.	Dedicated Tandem Trunk Port, Per DS1 Per DS1	$42.00
C.	Tandem Switching Originating, per minute of use Terminating, per minute of use	 $0.001760 Note 1
D.	Tandem Switched Transport - Termination	
	Originating, per minute of use Terminating, per minute of use	$0.000140 Note 1
E.	Tandem Switched Transport – Facility	
	Originating, per minute of use per mile Terminating, per minute of use per mile	$0.000010 Note 1

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link:
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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Other Access Service Rates and Charges, (Cont'd.)

3.8.2 Windstream Areas, (Cont'd.)

F.	Common Transport Multiplexing (DS3/DS1)	
	Originating, per minute of use	$0.0000000
	Terminating, per minute of use	Note 1
G.	Common Trunk Port	
	Originating, per minute of use	$0.0000000
	Terminating, per minute of use	Note 1
H.	Local Switching	
	Originating, per minute of use	$0.0039400
	Terminating, per minute of use	Note 1
I.	Carrier Common Line	
	Originating/terminating	$0.0000000
J.	Interconnection Charge	
	Per minute of use	$0.0000000
K.	Database Charges	
	LNP Query - per query	$0.0020020
	800 Query, per query – Number Delivery	$0.0086630
	Other Vertical Service Features (rates applies in addition to Number Delivery Charge)	$0.0002000

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416

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SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

4.1 Special Contract Arrangements

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

4.2 Special Service Arrangements

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

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

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

4.3 Non-Routine Installation Charges

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

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SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D.)

4.4 Special Construction Charges

4.4.1 General

A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:

(1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(2) of a type other than that which the Company would normally utilize in the furnishing of its services;

(3) over a route other than that which the Company would normally utilize in the furnishing of its services;

(4) in a quantity greater than that which the Company would normally construct;

(5) on an expedited basis;

(6) on a temporary basis until permanent facilities are available;

(7) involving abnormal costs;

(8) in advance of its normal construction; or

(9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.

C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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