

Talk America, LLC  
NY PSC No. 3 - Telephone  
Effective Date: October 29, 2017

Leaf 1  
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SWITCHED ACCESS SERVICES

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*This Tariff New York PSC Tariff No. 3 – Telephone, Issued by Talk America, LLC, Cancels and Replaces in its Entirety New York Tariff No. 3 – Telephone issued by Talk America, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services*

Talk America, LLC

SWITCHED ACCESS SERVICE TARIFF

Regulations and Schedule of Intrastate Rates  
and Charges Applying to Competitive Access  
Services Within the State of New York.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate common carrier telecommunications services by Talk America, LLC originating from or terminating to locations within the State of New York.

This tariff applies to intrastate communications services provided as specified herein.

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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

### CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):  
1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service  
Office of Consumer Services  
3 Empire State Plaza  
Albany, NY 12223-1350

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page. Leafs are numbered sequentially, however, new leafs are added to the tariff. When a new leaf is added between leafs already in effect, a decimal is added. For example, a new leaf added between leafs 14 and 15 would be 14.1.
- B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> Revised Leaf 14 cancels the 3<sup>rd</sup> Revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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### SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

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

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

**Access Service Request (ASR):** The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange Carrier.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Common Channel Signaling (CCS):** A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Company:** Talk America, LLC, the issuer of this tariff.

**Customer(s):** The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

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### SECTION 1 - DEFINITIONS, (Cont'd.)

**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.

**End User:** Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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

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

**Firm Order Confirmation (FOC):** Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access:** The connection between a Customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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### SECTION 1 - DEFINITIONS, (Cont'd.)

**Meet Point:** A point of interconnection that is not an end office or tandem.

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

**Mobile Telephone Switching Office:** Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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### SECTION 1 - DEFINITIONS, (Cont'd.)

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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

**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.

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

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or leased facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

##### 2.1.2 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.4 Liability of the Company, (Cont'd.)

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.4 Liability of the Company, (Cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company, (Cont'd.)

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

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.4 Liability of the Company, (Cont'd.)

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- N. No third party provider or their directors, officers or employees that are directly or indirectly associated with the Company's performance of our services shall be liable to the Customer for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages arising out of a service failure.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.5 Notification of Service-Affecting Activities

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 is applicable 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.

##### 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain 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.
- C. 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.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

##### 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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, and/or night hours, additional charges may apply.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.1 Undertaking of the Company, (Cont'd.)

##### 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

##### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

#### 2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
  - A. the payment of all applicable charges pursuant to this tariff;
  - B. 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 noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
  - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 (Cont'd.)

- D. 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises 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. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

##### 2.3.3 Jurisdictional Report Requirements

###### A. Jurisdictional Reports

###### 1. Percent Interstate Usage (PIU)

- (a) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called number) is situated is an interstate communication.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### A. Jurisdictional Reports, (Cont'd.)

###### 1. Percent Interstate Usage, (Cont'd.)

- (b) When a Customer initially orders Switched Access service, the Customer shall state in its order the Percentage Interstate Usage (PIU) on a statewide, LATA or billing account number level (at the option of the Customer) on a local exchange company specific basis, separately for each of the following:

FGA  
FGB  
FGD  
500  
700 Service Access  
8XX Toll Free  
900  
Entrance Facilities  
Dedicated Interoffice Channel  
Channelization Equipment

For FGA, FGB, FGD, 500, 700, 8XX Toll Free, and 900, this PIU will be applicable to all flat and minute of use based rate elements, as applicable. In the event the Customer does not supply the projected PIU and the Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIU of 50 percent will be applied.

The PIU factor provided for flat-rated services shall reflect the combination of all traffic types which transverse such facility category.

Additionally, upon employing the 700 Access Code over FGD, the Customer must provide the Company the PIU for the 700 calls. A PIU of less than 100 percent is not allowed in those LATAs where the service is not also available as an intrastate access service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

1. Percent Interstate Usage (PIU), (Cont'd.)

(b) (Cont'd.)

Each quarter the Customer shall furnish to the Company a report of the PIU on a statewide, LATA or billing account number level (at the option of the Customer) on a local exchange company specific basis, separately for each of the following:

FGA  
 FGB  
 FGD Terminating  
 500  
 700 Service Access  
 8XX Toll Free  
 900  
 Entrance Facilities  
 Dedicated Interoffice Channel  
 Channelization Equipment

The Customer shall compute the PIU using the following formula (rounded to a whole percentage).

Total Interstate	+	Total Interstate
Originating Minutes		Terminating Minutes
-----		
Total	+	Total
Originating Minutes		Terminating Minutes

(c) When the Customer computes the PIU it shall subtract the developed percentage from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages shall equal 100 percent.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

A. Jurisdictional Reports, (Cont'd.)

2. For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate FGA and/or FGB information reported as set forth in 1 preceding will be used to determine the charges as follows:
  - (a) For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the projected interstate access minutes for the group will be the developed intrastate access minutes.
3. When a Customer initially orders FGD, the Customer shall state in its order the Percentage Interstate Usage (PIU). When a Customer orders FGD, 500, 8XX Toll Free or 900, the Company, where the jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a monthly basis by end office when the FGD, 500, 8XX Toll Free or 900 access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the projected interstate percentage or authorize the Company to use the Company developed percentage. In the event the Customer does not supply the projected PIU and the Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Company as the interstate percentage for such call detail.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### A. Jurisdictional Reports, (Cont'd.)

###### 3. (Cont'd.)

As indicated herein, the Customer must supply the interstate PIU on a statewide, LATA or billing account number level for terminating FGD service. The PIU supplied shall be on a local exchange company specific basis. All Customers must supply the interstate PIU for terminating FGD service following the criteria set forth in this tariff. The Company will designate the number obtained by subtracting the interstate percentage for originating and terminating access minutes calculated by the Company from 100 (100 - Company calculated projected interstate percentage - intrastate percentage) as the projected intrastate percentage of use. A PIU of less than 100 percent is not allowed in those LATAs where the interstate service is not also available in the appropriate intrastate access tariff.

4. For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the Customer shall provide a statewide PIU per service type for the state where the end office is physically located. The Company will apply this state level PIU when the call detail is insufficient to determine the appropriate jurisdiction of the call. In the event the Customer does not supply the projected state level PIU and the Company does not have the sufficient call detail to develop a PIU, than a PIU of 50 percent shall be used by the Company as the interstate percentage for such call detail.
5. For Billing Name and Address for ANI service, the Customer shall state in its initial order the projected PIU factor. PIU information shall also be furnished quarterly to the Company thereafter. The Billing Name and Address for ANI PIU factor shall be reported as required herein.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### A. Jurisdictional Reports, (Cont'd.)

6. Effective on the first of January, April, July and October of each year the Customer shall update the interstate and intrastate jurisdictional report, except where Company Measured Access minutes are used as set forth in 3. preceding. The Customer shall forward to the Company, to be received no later than 30 days after the first of each such month, a revised report or letter for all services showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply an updated quarterly report or letter, the Company will assume percentages to be the same as those provided in the last quarterly report or letter accepted by the Company. If an audit has been completed and an updated quarterly report or letter has not been submitted subsequent to the audit, the Company will assume the PIU factors to be the most recent audited results. For those cases in which a quarterly report or letter has never been received from the Customer, the Company will assume the PIU factors to be the most recent audit results, to be the same as provided in the order for service if no audit has been performed, or 50 percent.
7. The Customer may also report Percent Intrastate InterLATA (PIL) and Percent Common Line (PCL) factors. In the event the Customer does not supply the projected PIL, and the Company does not have sufficient call detail to determine the jurisdiction of the call, then a PIL of 75 percent will be applied. In the event the Customer does not supply the projected PCL, then a PCL of 100 percent will be applied.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### B. Jurisdictional Report Verification

1. When a Customer provides a projected interstate usage percent as set forth preceding, or when a billing dispute arises or a regulatory commission questions the projected interstate percentage for Access, the Company may, by written request, require the Customer to provide the data the Customer used to determine the projected interstate percentage. This written request will be considered the initiation of the audit. The Customer shall supply the data to an independent auditor or the Company within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth following and upon request of the Company make the records available for inspections at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Company will audit data from one quarter unless a longer period is requested by the Customer and agreed to by the Company. Changes to the reported PIU will not be made for the test period. If the Customer does not provide the requested data to the Company or independent auditor within thirty (30) days of the notice of audit, the Customer will be in violation of this Tariff and subject to the remedies described herein.
2. Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Company and Customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Company and Customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.
3. Audits may be conducted by: (a) an independent auditor under contract to the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid for by the Customer. If the Customer selects option (c), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following F.C.C. procedures for measuring interstate traffic as established by Commission Order, and provide to the Company a report with supporting documentation to verify such procedures.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### B. Jurisdictional Report Verification, (Cont'd.)

4. If a billing dispute arises or a regulatory commission questions the projected interstate percentage, the Company will ask the Customer to provide the data the Customer used to determine the projected interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records from which the percentage was determined and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

###### C. Maintenance of PIU Records

1. The Customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Company as set forth preceding. Such records shall consist of (a) and (b), if applicable, following:
  - (a) All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed Customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;
  - (b) If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

D. PIU Audit Results

1. Audit results will be furnished to the Customer via Certified U.S. Mail (return receipt requested). The Company will adjust the Customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the Customer may report a revised PIU pursuant to A. preceding. If the revised PIU submitted by the Customer represents a deviation of 5 percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in B. preceding may be applied.
2. Both credit and debit adjustments will be made to the Customer's interstate access charges for the specified period to accurately reflect the interstate usage for the Customer's account consistent with the provisions set forth herein.
3. If, as a result of an audit conducted by an independent auditor, a Customer is found to have over-stated the PIU by 20 percentage points or more, the Company shall require reimbursement from the Customer for the cost of the audit. Such bill (s) shall be due and paid in immediately available funds 30 days from receipt and shall carry a late payment penalty as set forth herein if not paid within the 30 days.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.3 Jurisdictional Report Requirements, (Cont'd.)

###### E. Contested Audits

1. When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the Customer by Certified U.S. Mail (return receipt requested). The Customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the Customer. When a PIU audit is conducted by an independent auditor selected by the Customer, the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the Customer within thirty (30) calendar days from the date the audit report is furnished to the Company.
2. Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option provided in addition to the Customer's existing right to file a complaint or legal action in a court of law or at the FCC for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains a principle or significant presence or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU based on A. preceding.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Report Requirements, (Cont'd.)

E. Contested Audits, (Cont'd.)

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
4. Absent written notification, within the time frame noted above, the Customer must comply with the provisions set forth herein. If the Customer fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the Customer as specified herein.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.4 Identification and Rating of VoIP-PSTN Traffic

###### A. Scope

1. VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 (released Nov. 18, 2011) ("FCC Order"), as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the Customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order.
2. This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

###### B. Rating of toll VoIP-PSTN Traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

###### C. Calculation and Application of Percent-VoIP-Usage Factor

On April 25, 2012 the FCC released its Second Order of Reconsideration in WC Docket No. 10-90, etc., FCC Release No. 12-47 ("Reconsideration Order") which affected the compensation of originating VoIP-PSTN traffic. In compliance with the Reconsideration Order, applicable interstate access rates will apply to originating VoIP-PSTN traffic for the period of December 29, 2011 through July 12, 2012. Beginning July 13, 2012 through June 30, 2014 originating VoIP-PSTN traffic will be rated at the applicable intrastate access rates. Effective July 1, 2014 originating VOIP-PSTN traffic will be rated at interstate access rates.

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection B., above, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the Customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a Customer to the Telephone Company's end user. The OPVU and TPVU will be derived and applied as follows:

1. The Telephone Company will calculate and implement an OPVU factor representing a whole number percentage based on total traffic originated by Telephone Company end users in IP format and delivered to the customer in the State. The customer will calculate and furnish to the Telephone Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating traffic that is received from the Telephone Company and terminates in IP format in the State. The Telephone Company will add the customer-calculated OPVU factor to the Telephone Company-calculated OPVU factor and apply the total of the two factors to the customer's originating intrastate access MOUs. (MOUs subject to the provisions of the Reconsideration Order discussed above).

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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

2. The Customer will calculate and furnish to the Telephone Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format. If applicable, the Telephone Company will calculate a TPVU factor representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and which terminated in IP format. The Telephone Company will add the customer-calculated TPVU factor to the Telephone Company-calculated TPVU factor and apply the total of the two factors to the customer's terminating intrastate access MOUs.
3. The TPVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.3 Obligations of the Customer, (Cont'd.)

##### 2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

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

4. After the Telephone Company verifies the TPVU provided by the customer the Telephone Company will apply the TPVU factor to the associated terminating intrastate access MOU as indicated in Sections (D) and/or (E) below.

In the event that the Telephone Company can not verify the customer's TPVU, the Telephone Company will request additional information to support the TPVU, during this time no changes will be made to the existing TPVU. The customer shall supply the requested additional information within 30 days of the Telephone Company's request; no changes will be made to the existing TPVU prior to requested information being provided. Once the additional requested information is received from the customer the Telephone Company will review the information within 30 days. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon TPVU factor, the Telephone Company will begin using the new factor with the next bill period.

If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed TPVU factor will be used by the Telephone Company.

###### D. Initial OPVU and TPVU Factor

In calculating the initial OPVU and TPVU factor(s), the Telephone Company will take the factor(s) provided by the customer and/or developed by the Telephone Company into account retroactively to January 1, 2012, provided that the factor(s) and supporting documentation are provided as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. If the customer does not furnish the Telephone Company with a TPVU factor pursuant to the preceding subsection (C), the initial factor will be zero.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.4 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

E. OPVU and TPVU Factor Updates

The customer may update the TPVU factor and request the Telephone Company update the OPVU factor semi-annually using the method set forth in subsection (C), above. If the customer chooses to submit such updates and requests, it shall forward to the Telephone Company, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by the Telephone Company the revised TPVU factor along with the revised Telephone Company developed OPVU will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

##### 2.4.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

B. 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.4 Customer Equipment and Channels, (Cont'd.)

##### 2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.

##### 2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. 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 will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.5 Payment Arrangements, (Cont'd.)

##### 2.5.2 Billing and Collection of Charges, (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

##### 2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
  - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
  - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
  - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
  - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

- I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
- II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
- III. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Cancellation of Application for Service

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.

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

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## SWITCHED ACCESS SERVICES

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

##### 2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

#### 2.7 Transfers and Assignments

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 (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

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## SWITCHED ACCESS SERVICES

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### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. 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 third business day following deposit 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.
- 2.8.4 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.

#### 2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Company are billed, as set forth below, under each company's applicable rates.

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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## SWITCHED ACCESS SERVICES

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### SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

#### 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

##### 3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. 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.

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:

- A. Customer name and Premise(s) address(es);
- B. Billing name and address (when different from Customer name and address); and
- C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

##### 3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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## SWITCHED ACCESS SERVICES

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### SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

#### 3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

##### 3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the 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:

##### A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations 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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## SWITCHED ACCESS SERVICES

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### SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

#### 3.2 Access Order, (Cont'd.)

##### 3.2.1 Access Service Date Intervals, (Cont'd.)

B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard 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.

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

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## SWITCHED ACCESS SERVICES

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### SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

#### 3.2 Access Order, (Cont'd.)

##### 3.2.2 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.

##### 3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.3 Supplementary Charges

Customer Requested Due Date Change <sup>1,2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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## SWITCHED ACCESS SERVICES

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### SECTION 4 - SWITCHED ACCESS SERVICE

#### 4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

#### 4.2 Provision and Description of Switched Access Service Arrangements

##### 4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the Customer has no direct facilities to the Company. All traffic is routed to and from the Company's local switching center via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Company's end user Customer locations via Tandem Connect Access over Company-switched local exchange services shall constitute an agreement by the Customer to purchase Tandem Connect Access services as described herein. The Company reserves the right to require the Customer to submit an ASR for Tandem Connect Access.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and the Company's local switching center. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

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### SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

#### 4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

##### 4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

##### 4.2.3 Call Types

The following Switched Access Service call types are available:<sup>1</sup>

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

##### 4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating service may also be available on a presubscription basis whereby the access code is not required (i.e., "1+" dialing).

<sup>1</sup> Other supported call types may include FGA, FGB, and 500/700/900 access.

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### SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

#### 4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

##### 4.2.5 Originating 800 FG Access

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

##### 4.2.6 Terminating FG Access

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

#### 4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

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

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## SWITCHED ACCESS SERVICES

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### SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

#### 5.2 Rate Categories

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

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

##### 5.2.1 Common Line

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

##### 5.2.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

##### 5.2.3 End Office Switching

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

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### SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

#### 5.2 Rate Categories, (Cont'd.)

##### 5.2.4 Toll-Free 8XX Data Base Query

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

##### 5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)<sup>1</sup>.

<sup>1</sup> See Section 8.2

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### SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

#### 5.3 Billing of Access Minutes

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

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

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

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

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Common Line

All access minutes are billed at a single per minute access rate found in Section 5.4.3, End Office Switching. This composite rate includes the element traditionally billed as the Carrier Common Line Charge.

5.4.2 Switched Transport

All access minutes are billed at a single per minute access rate found in Section 5.4.3, Switched Access Service. This composite rate includes the elements traditionally billed as Switched Transport.

A. Network Blocking Charge

Per Blocked Call \$0.012400

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.3 Switched Access Service

A. Indirect Connection

Per Originating Access Minute:

Non-8XX \*

8XX \*

Per Terminating Access Minute: \*

B. Direct Connection

Per Originating Access Minute:

Non-8XX \*

8XX \*

Per Terminating Access Minute: \*

5.4.4 Toll-Free 8XX Data Base Query

Per Query

Effective July 1, 2021 – June 30, 2022

Effective July 1, 2022 – June 30, 2023

Effective July 1, 2023

\$0.004248 (R)

\$0.002224 (R)

\$0.000200 (R)

5.4.5 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB<sup>1</sup>).*

<sup>1</sup> See Section 8.2

\*Services are billed at the rates set forth in the Company's interstate Access Services Tariff, PAETEC Communications, Inc. FCC Tariff No. 3, as may be amended from time to time. This tariff is posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=243>.

(D)

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SECTION 6 - MISCELLANEOUS CHARGES

6.1 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.
- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to switched access service, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

Per 0- Call Transferred:	\$0.4588
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6.2 PIC Change Charge

Nonrecurring Charge per Change:	\$5.00
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## SWITCHED ACCESS SERVICES

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### SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

#### 6.3 Billing & Collection

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

##### 6.3.1 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Switched access Service for Customer messages that can be recorded by company-provided automatic message accounting equipment. At the request of the Customer, recording service will be provided for switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered switched access service.

For Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines.

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## SWITCHED ACCESS SERVICES

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### SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

#### 6.3 Billing & Collection, (Cont'd.)

##### 6.3.1 Recording Service, (Cont'd.)

###### A. Undertaking of the Company

1. The Company will record all Customer messages carried over switched access service that are available to company-provided recording equipment or operators. Unavailable Customer service messages (i.e. certain Feature Group operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
2. A standard format for the provision of the recorded Customer message detail will be established by the company and provided to the Customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved Customers six months prior to the change, unless otherwise agreed to by the Customer and the company.
3. Recorded Customer message detail which is used at the request of the Customer to provide message bill processing service is not retained by the company for longer than forty-five (45) days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by Customer's message processing service, the company will, upon request, make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.1 Recording Service, (Cont'd.)

B. Liability of the Company

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity shall attach to the company for its action or the conduct of its employees in providing recording service.

C. Obligations of the Customer

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one month prior to the date when the Customer message detail is to be recorded, unless the Customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.1 Recording Service, (Cont'd.)

D. Payment Arrangements and Audit Provisions

1. Notice and Scope

- a. Upon forty-five (45) days' prior written notice by the Customer to the company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the company pursuant to this tariff.
- b. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- c. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- d. The company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- e. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.1 Recording Service, (Cont'd.)

D. Payment Arrangements and Audit Provisions (Cont'd.)

2. Payment of Expenses

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

3. Requests for Examinations

- a. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in b. following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- b. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.1 Recording Service, (Cont'd.)

D. Payment Arrangements and Audit Provisions (Cont'd.)

4. Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

5. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

6. Cancellation of a Special Order

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

7. Changes to Special Orders

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth preceding will apply for the canceled special order.

E. Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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### SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

#### 6.3 Billing & Collection, (Cont'd.)

##### 6.3.2 Automatic Number Identification (ANI)

ANI provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

#### A. Rate Regulations

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the Customer.

#### B. ANI Restrictions

The company provides Automatic Number Identification (ANI) associated with intrastate service to an entity (ANI recipient) only under the following terms and conditions:

1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
2. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.2 Automatic Number Identification (ANI) (Cont'd.)

B. ANI Restrictions

3. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
4. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
5. Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.3 Billing Name and Address Service

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA service is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.3 Billing Name and Address Service (Cont'd.)

A. Undertaking of the Company

1. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
2. Upon receipt of a magnetic tape of recorded Customer messages, the company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to recording service as set forth preceding, may be the output from that service. The company will enter the BNA information of the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the tape may be negotiated, and charges based on cost will apply.

The company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output or recording service every fifth business day.

3. The company will specify the format in which requests and tapes are to be submitted.
4. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
5. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.3 Billing Name and Address Service (Cont'd.)

B. Obligations of the Customer

1. With each order for BNA service, the Customer shall identify the authorized individual and address to receive the BNA information.
2. A Customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
3. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the Customer a non-disclosure agreement containing a statement of its procedures concerning confidential information.
4. The Customer shall not publicize or represent to others that the company jointly participates with the Customer in the development of the Customer's end user records, accounts, databases or market data, records, files or databases or other systems it assembles through the use of BNA service.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.3 Billing Name and Address Service (Cont'd.)

B. Obligations of the Customer (Cont'd.)

5. When the Customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage - intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.
6. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.3 Billing Name and Address Service (Cont'd.)

C. Rate Regulations

1. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis and for the initial establishment of BNA service on a mechanized basis.
2. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the Customer in accordance with these counts whether or not the company was able to provide BNA information for all requests and messages.

3. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

4. When a Customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 6 - MISCELLANEOUS CHARGES, (Cont'd.)

6.3 Billing & Collection, (Cont'd.)

6.3.4 Rates

A.	Recording, per Customer message	\$0.0100
B.	ANI, per attempt	\$0.0150
C.	BNA	
	Service Establishment Charge	ICB
	per telephone number, manual	\$1.00
	per message processed, mechanized	ICB

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SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB<sup>1</sup>).

<sup>1</sup> See Section 8.2

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## SWITCHED ACCESS SERVICES

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### SECTION 8 - SPECIAL ARRANGEMENTS

#### 8.1 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable Recurring and Nonrecurring charges of the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall disclose the promotion and post-promotion price to the Customer at the time of offering the promotional price and service. The Company shall notify each participating Customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12 month period). All Customers shall be eligible for promotions where facilities and billing capabilities permit.

#### 8.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will offered to the Customer in writing and on a non-discriminatory basis.