

FirstLight Fiber, Inc.
P.S.C. Tariff No. 3 – Access
Effective Date: August 28, 2019

Original Leaf 1
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This tariff replaces in its entirety TVC Albany, Inc. d/b/a FirstLight Fiber P.S.C. Tariff No. 3 – Telephone as adopted by FirstLight Fiber, Inc.

INTRASTATE ACCESS SERVICE

FirstLight Fiber, Inc.

INTRASTATE ACCESS TARIFF

IN THE STATE OF NEW YORK

Including Rates

Regulations and Explanation of Terms

ISSUED BY: Jill Sandford, Chief Legal Officer
FirstLight Fiber, Inc.
41 State Street, 10th Floor
Albany, New York 12207

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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
1-800-662-1220 (Hearing/Speech Impaired: TDD)
518-472-8502 (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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INTRASTATE ACCESS SERVICE

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EXPLANATION OF NOTES

- (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

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1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Switched Access, and other miscellaneous services, hereinafter referred to collectively as service(s). These services are provided to Customers by FirstLight Fiber, Inc. hereinafter referred to as the Company or the Carrier. This Tariff also contains Access Ordering regulations and charges that are applicable when these services are ordered or modified by the Customer.
- 1.2 The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.
- 1.3 Except as provided in 1.4 below, this tariff applies to all intrastate interLATA traffic, and all intrastate, intraLATA traffic, originated by an end user of the Company and delivered (directly or indirectly) to Customer, and to all such traffic received by the Company (directly or indirectly) from Customer for termination to the Company's end users, regardless of whether the recipient of traffic from the Company, or whether the entity delivering traffic to the Company, is a local exchange carrier, interexchange carrier, telecommunications carrier, telecommunications service provider, provider of telecommunications service, and n service provider, Mobile Services provider, or other entity.
- 1.4 This tariff will not apply to (a) intraLATA traffic which originates with an end user of the Company and is delivered by the Company to a local exchange carrier to be terminated to an end user of such local exchange carrier, within LATA 134, or (b) traffic received by the Company from a local exchange carrier, where such traffic originated with an end user of the local exchange carrier in LATA 134, which delivers such traffic to Company for termination to an end user of the Company. The provisions of this paragraph 1.4 do not apply to any intraLATA or interLATA traffic (including local traffic) delivered by Company to, or received by Company from, an interexchange carrier, or to any traffic other than traffic delivered by Company to a local exchange carrier, or received by Company from a local exchange carrier, where such traffic is between an end user of the Company and an end user of the local exchange carrier, where both end users are located in LATA 134.

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1. Application of Tariff (cont'd)

- 15 This tariff applies to any entity which orders service from the Company. Service can be directly ordered by submitting requests for service, or constructively ordered. An entity constructively orders service under this tariff by accepting traffic from the Company (directly or indirectly) and transmitting, transporting, or delivering that traffic to another entity or end user, or by delivering traffic to the Company (directly or indirectly) for termination by the Company to its end user. An entity which fails to block either the receipt from, or delivery to, the Company of such traffic is deemed to constructively order service. An entity will be deemed a Customer under this tariff, and liable for all charges hereunder, when it constructively orders service as described above.
- 16 Subject to 1.3 and 1.4 above, this tariff applies to all traffic as defined in Section 13 below.
- 17 This tariff applies to origination and termination by the Company of all calls and all types of traffic of any nature, wherever originated, whether deemed telecommunications traffic, data traffic, mobile services or CMRS traffic.
- 18 Notwithstanding anything in this Tariff, this Tariff does not apply to traffic delivered to Company for termination by an incumbent local exchange carrier, or to traffic delivered by Company to an incumbent local exchange carrier, where the sole function of such incumbent local exchange carrier is to provide tandem transit service or the tandem and/or local transport elements of switched access service to an interexchange carrier as part of a Meet Point Billing arrangement with the Company. Provided, however, this exemption shall not be applicable to an incumbent local exchange carrier acting as an interexchange carrier with respect to traffic delivered to, or received from, the Company.

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2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company does not undertake to transmit messages under this tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

A. Assignment or Transfer of Services

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

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

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Limitations (cont'd)

A. Assignment or Transfer of Services (cont'd)

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

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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

B. Use and Restoration of Services

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

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Limitations (cont'd)

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come, first-serve sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on Customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

- A. Except as set forth elsewhere in this tariff and apart from the allowance for service interruptions as set forth in Section 2.4.4 following, no liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers of users of the service or facilities) in the absence of gross negligence or willful misconduct.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

C. Liability (cont'd)

B. Acts or Omissions

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

C. Damages to Customer Premises

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

D. Indemnification of Company

1. By the End User

The Company shall be indemnified, defended and held harmless by the end user's use of services offered under this tariff, involving:

- A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- B. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the company in connection with facilities or equipment furnished by the end users or Customer or;

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2. General Regulations (cont'd)

2.1. Undertaking of the Company (cont'd)

2.1.3 Liability (cont'd)

D. Indemnification of Company (cont'd)

1. By the End User (cont'd)

C. All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

2. By the Customer

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff, involving:

A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications;

B. Claims for patent infringement arising from the Customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or Customer or;

C. All other claims arising out of any or omission of the Customer in the course of using services provided pursuant to this tariff.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Liability (cont'd)

D. Explosive Atmospheres

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

E. No License Granted

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

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for Service Interruption as set forth in Section 2.4.4 following.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Services

The Company will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein. Services will be made available where facilities permit.

2.1.5 Facility Terminations

The services provided under this tariff will include any entrance cable or drop wiring and wire or intra building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location (agreed to by company) inside a Customer-designed premises. Such wiring or cable will be installed by the Company to the Point of Termination. Moves of the Point of Termination at the Customer designated premises will be as set forth in Section 6 and Section 7 following;

2.1.6 Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Provision of Services

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing such service under this tariff.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 15 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to comply with Section 2.1.6 preceding (Service Maintenance) or Sections 2.3.1, 2.3.4, 2.3.6, 2.4.1 or 2.5 following (respectively, Damages, Availability for Testing, Balance, Payment Arrangements, Connections) including any Customers failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer by Certified U.S. Mail, take the following actions:

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

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

B. If a Customer fails to comply with Sections 2.2.2 following (Unlawful and Abusive Use), the Company may, upon written request from a Customer, or another exchange carrier, terminate service to any subscriber or Customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs the Company shall be indemnified, defended and held harmless by any Customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.8 Refusal and Discontinuance of Service (cont'd)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with Section 2.2.1 following (Interference or Impairment), the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.4.4 following is not applicable.
- D. When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Company shall apply for joint service discontinuance.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.8 Refusal and Discontinuance of Service (cont'd)

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

2.1.9 Notification of Service-Affecting Activities

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

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

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

2.1.10 Coordination with Respect to Network Contingencies

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

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.11 Provision and Ownership of Telephone Numbers

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 service central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, be Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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2. General Regulations (cont'd)

2.2 Use

2.2.1 Interface or Impairment

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

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

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2. General Regulations (cont'd)

2.2 Use (cont'd)

2.2.2 Unlawful and Abusive Use

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

Abusive includes:

1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other Customers.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

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

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in Section 2.4.4.C.4 following, no credit will be allowed for any interruptions involved during such tests and adjustments.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.5 Limitation of Use of Metallic Facilities

In the case of application of DC telegraph signaling systems, the Customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Company facilities from excessive current due to abnormal conditions and for the provisions of noise mitigation networks when required to reduce excessive noise.

2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and DC telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of Section 2.1.7 preceding (Changes and Substitutions), the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Company

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

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Claims and Demands for Damages

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

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Claims and Demands for Damages (cont'd)

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

2.3.10 Coordination with Respect to Network Contingencies

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

2.3.11 Jurisdictional Report and Certification Requirements

A. Jurisdictional Reports – Switched Access

For Switched Access Service, the Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between the Interstate and Intrastate jurisdictions. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.11 Jurisdictional Report and Certification Requirements

A. Jurisdictional Reports – Switched Access (cont'd)

1. General

Except where Company measured access minutes are used as set forth following, the Customer shall report the Percentage of Interstate Use (PIU) as set forth in (2) following and such report will be used for billing purposes until the Customer reports a different projected PIU for an in-service end office group.

When the Customer adds Busy Hours Minutes of Capacity (BHMC), lines or trunks to an existing end office group, the Customer shall furnish a revised projected interstate percentage that applies to the total BHMC, lines or trunks. In addition, the projected percentage of Intrastate use which is IntraLATA must also be provided.

When the Customer discontinues BHMC, lines or trunks from an existing group, the Customer shall furnish a revised PIU for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing and will be effective on the next bill date. Nor prorating or back billing will be done based on the report.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.11 Jurisdictional Report and Certification Requirements

A. Jurisdictional reports – Switched Access (cont'd)

1. General (cont'd)

Effective on the first of January, April, July and October of each year the Customer shall update the Interstate and Intrastate jurisdictional report. The Customer shall forward to the Company, to be received not later than fifteen (15) days after the first of each such month, a revised report showing the months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use.

If the Customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (2) following.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.11 Jurisdictional Report and Certification requirements (cont'd)

A. Jurisdictional Reports – Switched Access (cont'd)

2. Feature Group D

When a Customer orders Feature Group D Switched Access Service(s) the Customer may provide the projected Intrastate usage for each end office in its order. Alternatively the Company, where the jurisdiction can be determined for the call detail, will determine the projected intrastate percentage as follows:

-For originating access minutes, the projected Intrastate percentage will be developed on a monthly basis by dividing the measured Intrastate originating access minutes (the access minutes where the calling number is in one state and the called number is in the same state) by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.

-For terminating access minutes, the date used by the Company to develop the projected Intrastate percentage for originating access minutes will be used to develop the projected Intrastate percentage for such terminating access minutes.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.11 Jurisdictional Report and Certification Requirements

A. Jurisdictional Reports – Switched Access (cont'd)

2. Feature Group D (cont'd)

When originating call details are insufficient to determine the jurisdiction for the call, the Customer shall supply the projected Intrastate percentage or authorize the Company to use the Company developed percentage. This shall be used by the Company as the projected PIU for originating and terminating access minutes. The projected Intrastate percentage of use will be obtained by subtracting the projected Interstate percentage for originating and terminating minutes from 100 (Intrastate percentage = 100 – Interstate percentage).

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (cont'd)

B. Billing Disputes involving Jurisdictional Reports – Switched Access

For Switched Access, if a billing dispute arises concerning the projected Intrastate percentage, the Company will ask the Customer to provide the data the Customer uses to determine the projected PIU. The company will not request such data more than once a year. The Customer shall supply the data within thirty (30) days of the Company request.

2.3.12 Determination on Interstate Charges for Mixed Intrastate and Interstate Switched Access Service

When mixed Intrastate and Interstate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between Interstate and Intrastate. The percentage determined as set forth in Section 2.3.11.A preceding will serve as the basis for prorating the charges unless the Company is billing according to actual by jurisdiction. The percentage of an Access service to be charged as Intrastate is applied in the following manner:

A. Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent Intrastate use times the quantity of chargeable elements times the stated tariff rate.

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2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.12 Determination of Interstate Charges for Mixed Intrastate and Interstate Switched Access Service (cont'd)

B. Usage Sensitive Charges

For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent Intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

The Intrastate percentage may change as revised usage reports are submitted as set forth in Section 2.3.11 preceding.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

A. Deposits

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

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

A. Deposits (cont'd)

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event, after the Customer has established a one-year prompt payment record and any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple interest paid at a rate prescribed by the Commission.

The rate will be compounded daily for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date for a bill for a Customer for Access Service under this tariff), the period of service each Customer account established by the Company or advises the Customer in writing of an alternate billing schedule. Alternate billing initiated by the Company more than twice in any consecutive 12-month period.

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

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

C. Payment Dates and Late Payment Penalties

1. All bills dated as set forth in Section 2.4.1.B preceding for service provided to the Customer by the Company are due 31 days (payment date) after the bill days or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least 20 days prior to the 31-day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

C. Payment Dates and Late Payment Penalties

Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (1) preceding, or if a payment or pay portion of a payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
- b. 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

D. Billing Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the following regulations will apply.

1. The first day of the dispute shall be the date on which the Customer furnishes the Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
2. The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
3. If a billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in Section 2.4.1.C.b preceding. Further, the Customer will not receive a disputed amount penalty credit and/or a late payment penalty credit.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

D. Billing Disputes (cont'd)

4. If a Customer disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the Customer, the Customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.
5. If a Customer disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the Customer, the Customer will receive a credit for a disputed amount penalty from the company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the Customer's favor, as set forth in Section 2.4.1.C.b preceding will be credited.
6. If a Customer disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed and disputed amount), and the billing dispute is resolved in favor of the Customer, the Customer will not receive a credit for a disputed amount penalty from the Company. The late payment penalty applied to the disputed amount resolved in the Customer's favor, as set forth in Section 2.4.1.C.b preceding will be credited.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

D. Billing Disputes (cont'd)

7. If a Customer disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the Customer, the Customer will receive a credit for a disputed amount penalty from the Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The Customer will not receive a credit for the late payment penalty applied to the disputed amount resolved in the Customer's amount favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the Customer will receive a credit for a late payment penalty applied to the disputed amount resolved in the Customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in Section 2.4.1.C.b preceding.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

D. Billing Disputes (cont'd)

8. If a Customer disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the non-disputed amount and the disputed amount) and the billing dispute is resolved in favor of the Customer, the Customer will not receive a credit for a disputed amount penalty from the Company. The Customer will receive a credit for the late payment penalty applied to the disputed amount resolved in the Customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in Section 2.4.1.C.b preceding.

The disputed amount penalty shall be the disputed amount resolved in the Customer's favor times a penalty factor. The penalty factor shall be the lesser of:

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved, or
- b. 0.00059 per day for the number of days from the first date to and including the last date of the period involved.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.1 Payment of Rates, Charges and Deposits (cont'd)

E. Proration of Charges

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

F. Rounding of Charges

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

G. Retroactivity for Overbilling/Underbilling of Charges and Payments

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus all applicable non-recurring charges.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in Section 6 following. An interruption period starts when and inoperative services are reported to the Company and ends when the service is operative.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be provided.

Service interruptions for Specialized Service or Arrangements provide under Section 9 following shall be administered in the same manner as those set forth in this Section 2.4.4 unless other regulations are specified with the individual case filing.

For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of an applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof the interruption continues.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.4 Credit Allowance for Service Interruptions (cont'd)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruption of a service due to the failure of equipment or systems provide by the Customer or others.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of the service. Thereafter, as credit allowance as set forth in (B) preceding applies.
5. Interruptions of a service that continue because of the failure of the Customer to authorize replacement of any element of this tariff. The period for which no credit allowance is made begins of the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.4 Credit Allowance for Service Interruptions (cont'd)

C. When a Credit Allowance Does Not Apply (cont'd)

6. Periods when the Customer elects not to release the service for testing and/or repair and continue to use it on an impaired basis.
7. An interruption or a group of interruptions, resulting from a common cause that would result in credit in an amount less than one dollar.

D. Use of an Alternative Service Provided by the Company

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

E. Temporary Surrender of Service

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

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

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

A. Nonrecurring Charges Do Not Apply

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

1. The service is of the type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location of the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

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

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.6 Title of Ownership Rights

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

2.4.7 Access Services Provided by More Than One Company

A. When an Access Service is provided by more than one Company, the Companies involved will use the Meet Point Billing method for Feature Group D.

1. Meet Point Billing

- Meet Point Billing is required when an access service is provided by multiple Companies for Feature Group D Switched Access Services and Directory Assistance.
- For usage rated access services the access minutes of use will be determined by the Initial Billing Company and used by the Initial Billing Company and any Subsequent Billing Company(s) for the development of access charges.
- The Initial Billing Company for Feature Group D Switched Access Service is normally the end user's end office, for WATS usage the Initial Billing Company is normally the WATS serving office, for Directory Assistance the Initial Billing Company is normally the Directory Assistance location. When the Initial Billing Company is other than the normally designated Company office, the Company will notify the Customer.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.7 Access Services Provided By More Than One Company (cont'd)

A. (cont'd)

1. Meet Point Billing (cont'd)

- The subsequent Billing Company(s) is any Company(s) in whose territory a segment of Local Transport is provided and/or where the Customer's Point of Termination is located.

Meet Point Billing will employ the Multiple Bill method.

The Company must notify the Customer of:

- The Company(s) that will render the bill(s)
- The Company(s) to whom payment(s) should be made
- The Company(s) that will provide the bill inquiry function.
- The Company shall provide such notification at the time that orders are placed for access service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.7 Access Services Provided By More Than One Company (cont'd)

A. (cont'd)

1. Meet Point Billing (cont'd)

The Company that renders the bill – the Bill Rendering Company – will include on the access service bill, based upon Industry Standards as described in the Multiple Exchange Carrier Access Billing Guidelines and the Multiple Exchange Carrier Ordering and Design Guidelines cross reference(s) to the other Company(s) service and the common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering Company will apply.

a. Multiple Bill Method

Each Company will receive an order or a copy of the order from the Customer as specified in Section 5 following. Each Company will be the Bill Rendering Company and will:

- Prepare its own bill;
- determine its charge(s) for Local Transport Mileage as set forth in (b) following.
- determine and include all other recurring and nonrecurring rates and charges of its access tariff;
- bill in accordance with its access tariff; and
- forward its bill to the Customer.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.7 Access Services Provided By More Than One Company (cont'd)

A. (cont'd)

1. Meet Point Billing (cont'd)

a. Multiple Bill Method (cont'd)

The Customer will remit payment directly to each Bill Rendering Company

b. Determine of Meet Point Billed Local Transport Mileage Charges

Each Company's portion of the Local Transport Mileage will be determined as follows:

- i. Determine the appropriate Local Transport Mileage by computing the number of airline miles between the Company premises (end office, access tandem or serving wire centers for Switched Access) using the V&H method set forth respectively in Section 5.4.5.
- ii. Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, which represents the portion of the service provided by each Company.

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.7 Access Services Provided By More Than One Company (cont'd)

A. (cont'd)

1. Meet Point Billing (cont'd)

b. Determination of Meet Point Billed Local Transport Mileage Charges (cont'd)

- i. For Feature Group D Switched Access Services, (a) multiply the number of access minutes of use times the number of airline miles, as set forth in (i) preceding, times the BP for each Company, as set forth in (ii) preceding, times the Local Transport Facility rate; (b) multiply the Local Transport Termination rate times the number of access minutes.

The Local Transport Termination rate is applied as set forth in Section 6 following. The Switched Access Nonrecurring Charges are applied as set forth in Section 6 following. (Note: The BP is not applied to either the Switched Access Local Transport Termination Recurring Rate or any Nonrecurring Charge.)

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2. General Regulations (cont'd)

2.4 Payment Arrangements and Credit Allowances (cont'd)

2.4.7 Access Services Provided By More Than One Company (cont'd)

A. (cont'd)

1. Meet Point Billing (cont'd)

b. Determination of Meet Point Billed Local Transport Mileage Charges (cont'd)

- ii. When three or more Companies are involved in providing an Access Service, the intermediate Company(s) will determine the appropriate charges as set forth in (iii) and (iv) preceding, except the Local Transport Termination Mileage rate does not apply at the intermediate Company(s) offices.

An example on how this multi-company billing is completed is provided in Section 2 of the National Exchange Carriers Association's F.C.C. Tariff No. 5.

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2. General Regulations (cont'd)

2.5 Connections

Equipment and systems (i.e., terminal equipment, multilane terminating systems and communications systems) may be connected with Switched Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1.

Subject to the availability of space, Customers may request to connect with company facilities under a comparably efficient interconnection arrangement on a first come, first service basis. If space is available or an interconnector withdraws its request, the application fee, less the incurred by the company will be refunded.

If the CEI request is completed, the application fee will be credited towards the non-recurring costs associated with the service implementation. Receipt of the \$7,500.00 application fee will determine the order of priority of interconnector's requests. In those instances where space becomes a limited resource, the company reserves the right to petition the Commission for approval of any allocation plan necessary to accommodate bona fide interconnectors.

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2. General Regulations (cont'd)

2.6 Telephone Surcharges

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges apply to the Customer's monthly bill statement as outlined below.

2.6.2 Surcharge for State Gross Income and Gross Earnings Tax

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings applies to the recurring and nonrecurring rates and charges for all recurring, non-recurring, and usage charges (interstate and intrastate) except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates shall be as established by the New York Public Service Commission, as amended from time to time, and shall not exceed the maximum allowable rate set out by the Commission.

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2. General Regulations (cont'd)

2.7 Liability of Entities Delivering Traffic to Company

The charges set forth in this tariff apply to, and shall be paid to the Company by, any Telecommunications Carrier (including an intermediate carrier), CMRS (or Mobile Services) Provider, or other entity (collectively, "entity"), which directly or indirectly through a third party tandem provider in a Meet Point Billing Arrangement with the Company, delivers calls or traffic of any nature from any source to the Company for termination by the Company to and end user of the Company, regardless of whether such calls or traffic originate on the network or facilities of such entity, or originate on the network or facilities of a different entity. An entity which delivers any call or traffic to the Company for termination will be deemed a Customer for all purposes of this tariff, and will be liable for all charges applicable to a Customer under this tariff whether or not such entity affirmatively orders service from the Company, unless it affirmatively blocks the delivery of traffic to the Company. These obligations apply to all calls and traffic of any nature whatsoever, from any provider, entity, or carrier whatsoever, whether considered Telecommunications Traffic, data traffic, CMRS or Mobile Service traffic. Any references in this tariff to the duty or obligation of a Customer, including but not limited to the obligation to pay the rates and charges set forth in this tariff, shall apply equally to any Telecommunications Carrier, Information Service Provider, CMRS (or Mobile Services) Provider, Wireless Provider, or other entity which directly or indirectly through a Meet Point Billing Arrangement with a tandem provider delivers traffic to the Company for termination.

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SECTION 3 - Carrier Common Line Access Service

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3. Carrier Common Line Access Service

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to Customers in conjunction with Switched Access Service provided in Section 6 of this tariff.

3.1 General Description

Carrier Common Line Access provides for the use of end users' Company provided common lines by Customers for access to such end users to furnish intrastate communications.

Premium Access is (1) Switched Access Service provided to Customers under this tariff which furnish intrastate MTS/WATS and (2) Switched Access Service in an end office converted to equal access.

Non-Premium Access is Switched Access Service provided in an end office not yet converted to equal access to Customers that do not furnish intrastate MTS/WATS.

3.2 Limitations

3.2.1 Exclusions

Neither a telephone number nor detail billing is provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

3.2.2 Access Groups

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

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3. Carrier Common Line Access Service (cont'd)

3.3 Undertaking of the Company

3.3.1 Provision of Service

Where the Customer is provided Switched Access Service under other sections of this or other Access Service tariffs, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in the Company's rate schedule.

3.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in the Company's rate schedule apply to intrastate Switched Access Service access minutes in accordance with the rate regulations as set forth in Sections 3.7.4 following.

3.4 Obligations of the Customer

3.4.1 Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the Customer under other sections of this tariff.

3.4.2 Supervision

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

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3. Carrier Common Line Access Service (cont'd)

3.5 Determination of Usage Subject to Carrier Common Line Access Charges

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

3.5.1 Determination of Jurisdiction

When the Customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the Customer for intrastate will be determined as set forth in Section 3.7.4 following.

3.5.2 Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide a Customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Rates and Regulations, as set forth in Section 6 following will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line Access rates and charges as set forth in the Company's rate schedule in accordance with the resale rate regulations as set forth in Section 3.6.1 following.

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3. Carrier Common Line Access Service (cont'd)

3.6 Resold Services

3.6.1 General

A. Where the Customer is engaged exclusively in reselling services in order to provide an originating MTS/WATS-type service, the Customer may employ ordinary local business exchange service at generally applicable local business exchange rates under the Company general and/or local

1. The resold services must be MTS/WATS service, MTS-type service and/or WATS-type service which is subject to Carrier Common Line Access Charges under this tariff and/or:

a. Company provided intrastate Private Line Service subject to rates which generate revenue that exceeds the cost of such Private Line Service by not less than the product of the Carrier Common line rate which would normally apply and the originating access minutes of use routed to the Private Line Service. The originating Carrier Common Line Access minutes are equal to the product of the number of business lines and the monthly (30 days) minutes assuming 80% occupancy during the daily busy hour and that the busy hour reflect 10% of the total daily usage.

When the Company provided intrastate Private Line Service provides a contribution that is less than the Carrier Common Line charge as determined above, the Customer at its option may employ ordinary local business exchange service at generally applicable local business exchange rates and pay the difference between the contribution and the Carrier Common Line charge. The private line contribution will be determined by subtracting the separated cost of the private line from the revenue produced by the existing private line tariff.

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3. Carrier Common Line Access Service (cont'd)

3.6 Resold Services (cont'd)

3.6.1 General (cont'd)

A. (cont'd)

1. (cont'd)

b. If the resold service is Company provided Private Line Service it must be utilized to distribute the originating MTS/WATS-type service calls to another LATA or to another point of presence within the same LATA.

2. All the calls received by the Customer for completion are directed to such resold services.

Switched Access or Carrier Common Line Access Charges under this tariff will not apply for such access.

The arrangements set forth in Section 3.6.1.A are not available to any other type of reseller. Access arrangements for other resellers are as set forth in Section 3.6.1.B following.

B. Resellers, other than those set forth in Section 3.6.1 (A) preceding, which provide local or MTS/WATS-type services must obtain Switched Access Service and Carrier Common Line Access Service under this tariff for originating and/or terminating access in the local exchange.

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3. Carrier Common Line Access Service (cont'd)

3.7 Rate Regulations

3.7.1 Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations as set forth in Section 3.7.4 following (Determination of Premium and Non-Premium Charges) except as set forth in Section 3.6 preceding (Resold Services) and Section 3.7.3 following (PIU).

3.7.2 Measuring and Recording Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Company equipment and Feature Group C operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls recorded by the Customer. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Company, for each Customer and then rounded to the nearest minutes.

3.7.3 Percent Interstate Use (PIU)

When the Customer reports Interstate and Intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed only to Intrastate Switched Access Service access minutes based on the data reported by the Customer as set forth in Section 2.3.11 preceding (Jurisdictional Reports), except where the Company is billing according to actual by jurisdiction. Interstate Switched Access Service access minutes will, after adjustments as set forth in Section 3.6.1 preceding (Resale), when necessary, be used to determine Carrier Common Line Charges as set forth in Section 3.7.4 following.

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3. Carrier Common Line Access Service (cont'd)

3.7 Rate Regulations (cont'd)

3.7.4 Determination of Premium Charges

After the adjustments as set forth in Sections 3.6.1 and 3.7.1 preceding have been applied, when necessary, to Switched Access Service access minutes, charges for the involved Customer account will be determined as follows:

- a. Access minutes for all premium rated Switched Access Service subject to Carrier Common Lines charges will be multiplied by the Premium Access per minute rate as set forth in the Company's rate schedule.
- b. Terminating Premium Access, per minute charge(s) apply to all terminating access minutes of use.
- c. The Originating Premium Access, per minute charge(s) applies to all originating access minutes of use.

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SECTION 4 -- Access Ordering

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4. Access Ordering

4.1 General

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

An entity orders service under this tariff either directly (by submitting an order) or constructively. An entity constructively orders service under this tariff by accepting traffic from the Company (directly or indirectly) and transmitting, transporting, or delivering that traffic to another entity or end user, or by delivering traffic to the Company (directly or indirectly), wherever originated, and regardless of what network such traffic originated on, for termination by the Company to its end user. An entity which fails to block either the receipt from, or delivery to, the Company of such traffic is deemed to constructively order service. An entity will be deemed a Customer under this tariff, and liable for all charges hereunder, when it constructively orders service as described above.

An Access Order is an order to provide the Customer with Switched Access or Access Related Service or to provide changes to existing services.

The regulations for special construction are set forth in Section 16 and are in addition to the regulations, rates and charges specified in this section.

A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

The Customer shall provide to the Company the order information required in Section 4.2 following, and in addition, the Customer must also provide:

- i. Customer name and premises address(es).

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4. Access Ordering (cont'd)

4.1 General (cont'd)

- ii. Billing name and address (when different from Customer name and address).
- iii. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

4.1.1 Service Installation

The Company will provide Access Service in accordance with the Customer's requested service date, subject to the constraints established by the Company schedule of applicable service dates.

The Company shall make available to all Customers, upon request, a schedule of applicable service intervals for Switched Access Services. The schedule shall specify the applicable service intervals for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

The Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Company business days. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in the Company's rate schedule.

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4. Access Ordering (cont'd)

4.1 General (cont'd)

4.1.2 Expedited Orders

When placing an Access Order, a Customer may request a service date that is prior to the applicable service date. Additionally, a Customer may also request an earlier service date on a pending Access Order. In this case, an access order modification as set forth in Section 4.4 following would be required. If the Company determines that the service can be provided on the requested rate and that additional labor cost or extraordinary costs are required to meet the requested service date, the Customer will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost, not to exceed 10 percent over estimated charges. Such additional charges will be determined and billed to the Customer as explained following.

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4. Access Ordering (cont'd)

4.1 General (cont'd)

4.1.2 Expedited Orders (cont'd)

To calculate the additional labor charges, the Company will, upon authorization from the Customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the Customer and will bill the Customer at the applicable Additional Labor charges as set forth on an individual Customer basis.

To develop, determine, and bill the Customer the extraordinary costs which may be involved, the special Construction terms and conditions as set forth in Section 12 will be used by the Company.

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in the Company's rate schedule also applies.

4.1.3 Selection of Facilities for Access Orders

The option to request a specific transmission path or channel is not provided except as provided for under Special Facilities Routing as set forth in Section 8 following.

When there are High Capacity facilities to a hub on order or in service for the Customer's use, the Customer may request a specific channel or transmission path be used to provide the Switched Access Service requested in an Access Order. The Company will make a reasonable effort to accommodate the Customer request.

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4. Access Ordering (cont'd)

4.2 Ordering Requirements

4.2.1 Switched Access Service

A. Feature Group D and Interim NXX Translation

When placing an order for Feature Group D Switched Access Service, the Customer shall provide:

- The number of BHMC from the Customer designated premises to the end office by Feature Group and by type of BHMC, or
- For Customers other than providers of MTS/WATS, the number of trunks desired between Customer designated premises and an entry switch.
- Optional Features
- Interim NXX Translation options.
- A projected percentage of interstate use (PIU) as set forth in Section 2.3.11 preceding.

When BHMC information is provided it is used to determine the number of transmission paths as set forth in Section 5.2.5 following.

The BHMC may be determined by the Customer in the following manner. For each day (8am to 11pm, Monday through Friday, excluding national holidays), the Customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 AM hour). The Customer shall, for the same hour period (i.e., busy hour) for each of twenty consecutive business days, pick the twenty consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The Customer shall then determine the average busy hour minutes of capacity (i.e., BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive twenty business day period by 20. This computation shall be performed for each end office the Customer wishes to serve. These determinations thus establish the forecasted BHMC for each end office.

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4. Access Ordering (cont'd)

4.2 Ordering Requirements (cont'd)

4.2.1 Switched Access Service (cont'd)

A. Feature Group D and Interim NXX Translation (cont'd)

When Feature Group D is ordered with the Interim NXX Translation optional feature, the Customer shall specify the Service Access Code(s) (e.g., 900) and their associated NXX code(s) to be translated within the entire LATA or Market Area. The initial and subsequent orders to add, change, or delete Interim NXX Translation codes shall be placed separately or in combination with orders to change Feature Group D Switched Access BHMC or trunks. Customer assigned NXX codes which have not been ordered will be blocked.

Orders for the Interim NXX Translation optional feature shall not be required until such time as a Customer other than an MTS/WATS provider requests Interim NXX Translation of service Access Codes. Upon receipt of such order, the Company shall notify the MTS/WATS provider of the activation of the Interim NXX Translation Service for the Service Access Code. Following such initial activation, all Customers are required to place orders for Interim NXX Translation of the Service Access Code and the Interim NXX Translation charge for the Service Access Code shall apply as set forth in the Company's rate schedule.

B. SS7 Optional Feature

For 800 Database Access Service, as described in Section 6 following, the Customer must order FGD to those access tandems or end offices designated as Service Points (SSP) for 800 Database Service. Direct trunk routes can only be provided from end offices equipped to query centralized databases. All traffic originating from end office not equipped to provide SS7 signaling and routing via an access tandem where SSP functionality is available.

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4. Access Ordering (cont'd)

4.2 Ordering Requirements (cont'd)

4.2.2 Mixed Use Facilities – Switched Access and Private Line

Mixed use is the provision of both Switched Access Services and Private Line over the same High Capacity facilities. Mixed use facilities to a hub will be ordered and provided as Private Line Service. Where mixed use is employed, individual services utilizing these facilities must be ordered either as Switched Access Service or Private Line Service. When placing the order for the individual service(s), the Customer must specify a channel assignment for each service ordered.

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4. Access Ordering (cont'd)

4.2 Ordering Requirements (cont'd)

4.2.3 Miscellaneous Services

Testing Service, Additional Labor, Telecommunications Service Priority and Special Facilities Routing shall be ordered with an Access Order or may subsequently be added to a pending order at any time up to and including the service date for Access Service. When miscellaneous services are added to a pending order a service date change may be required. When a service date change is required, the service date change charge as set forth in the Company's rate schedule will apply. When miscellaneous services are added to a pending order, charges for a design change as set forth in the Company's rate schedule will apply when an engineering review is required. If both a service date change and an engineering review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in Sections 4.4.3.A and 4.4.3.B following.

The rates and charges for these services, as set forth in the Company's rate schedule, will apply in addition to the ordering charges set forth in the Company's rate schedule and the rates and charges for Access Services with which they are associated.

Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 10.1 following. When it is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering, as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Addition Engineering of Company facilities are required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

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4. Access Ordering (cont'd)

4.3 Access Orders for Services Provided by More Than One Company

Access Services provided by more than one Company are services where one end of the Local Transport Mileage element is in the operating territory of one Company and the other end of the element is in the operating territory of a different Company or where the Interim NXX Translation service and the end office are not provided by the same Company.

The ordering procedure for this service is as set forth in Section 2.4.7 preceding.

4.3.1 Meet Point Billing Ordering

Each Company will provide its portion of Access Service within its operating territory to an interconnection point(s) with the other Company(s). Billing Percentages will be determined by the Companies involved in providing Access Service and listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Each Company will bill the Customer for its portion of the service as set forth in Section 2.4.7.A.2. All other appropriate charges in each Company tariff are applicable.

For the service(s) ordered as set forth following, the Customer must also supply a copy of the order to the company in whose operating territory a Customer designated premises is located and any other Company(s) involved in providing the service. Additionally, when service is provided through a centralized equal access provider, the Customer must supply a copy of the order to that provider.

- A. For Feature Group D Switched Access Services, the Customer must place an order with the Company in whose territory the end office is located. Customers other than MTS/WATS providers may, at their option, order FGD to the access tandem. When ordered to the access tandem and the access tandem and the end office are not in the same Company operating territory, the Customer must also supply a copy of the order to each additional Company subtending the access tandem.
- B. For initiation, additions, changes or deletions to the Interim NXX Translation Code(s), the Customer must place an order with the company who provides the Interim NXX Translation. The Customer must also provide a copy of the order to the Companies subtending the Interim NXX Translation office.

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4. Access Ordering (cont'd)

4.4 Charges Associated with Access Ordering

4.4.1 Access Order Charge

The Access Order Charge is applies to all Customer requests for new Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for additions, changes or rearrangements to existing Switched Access Service with the following exceptions:

The Access Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To administrative changes as set forth in Section 5.4.1.3.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When the Interim NXX Translation charge is applicable.
- When a Miscellaneous Service Order Charge is applicable.
- When a Pre-Subscription Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to Sections 4.3.1 and 4.3.2 preceding, except by the Company applying the Interim NXX Translation charge, and is in addition to other applicable charges as set forth in this and other sections of this tariff.

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4. Access Ordering (cont'd)

4.4 Charges Associates with Access Ordering (cont'd)

4.4.2 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge, as set forth in the Company's rate schedule, applies to any service, or combination of services ordered simultaneously from Section 10 of the Tariff for which a service order is not already pending. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (Section 10.2.2),
- Standby Repair (Section 10.2.3),
- Testing and Maintenance with Other Companies, other than when in conjunction with Acceptance Testing (Section 10.2.4),
- Other Labor (Section 10.2.5),
- Maintenance of Service (Section 10.3.2)

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4. Access Ordering (cont'd)

4.4 Charges Associates with Access Ordering (cont'd)

4.4.2 Miscellaneous Service Order Charge (cont'd)

The Miscellaneous Service Order Charge will also apply to the following services if they are ordered subsequent to the initial installation of the associated access service, thereby necessitating the issuance of another service order:

- Telecommunications Service Priority (Section 10.3.3),
- Controller Arrangement [Section 10.3.4(A)]. The charge does not apply to the following services since there would exist a pending service order:
 - Additional Engineering (Section 10.1),
 - Overtime Installation (Section 10.2.1),
 - Standby Acceptance Testing (Section 10.2.3),
 - Testing and Maintenance with Other Companies when in conjunction with Acceptance Testing (Section 10.2.4),
 - Additional Cooperating Acceptance Testing (Sections 10.3.1.A.1 and 10.3.1.B.1)

4.4.3 Access Order Change Charges

Access Order change involve service date changes and design changes. The Customer may request a change of its Access Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the Access Order change, the Company will schedule a new service rate as set forth in Section 4.1.2 preceding. All charges for Access Order change as set forth in the Company's rate schedule and (C) will apply on a per occurrence basis.

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4. Access Ordering (cont'd)

4.4 Charges Associates with Access Ordering (cont'd)

4.4.3 Access Order Change Charges (cont'd)

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed 30 calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in the Company's rate schedule, will be applied to the order.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Expedited Order Charges as set forth in Section 4.1.2 preceding apply. Such charges will apply in addition to the Service Date Change Charge.

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4. Access Ordering (cont'd)

4.4 Charges Associates with Access Ordering (cont'd)

4.4.3 Access Order Change Charges (cont'd)

A. Service Date Change (cont'd)

If the requested service date exceeds 30 calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the Cancellation Charges as set forth in Section 4.5.3 following. A new Access Order with a new service date will be issued. The Service Date Charge will not apply; however, the Access Order Charge will apply to the new order.

If the service date is changed due to a design change as set forth in (B) following, the Service Date Change Charge will apply.

B. Design Change

The Customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change or Customer designated premises, first point of switching, Feature Group type or Private Line Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

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4. Access Ordering (cont'd)

4.4 Charges Associates with Access Ordering (cont'd)

4.4.3 Access Order Change Charges (cont'd)

B. Design Change (cont'd)

The Company will review the requested change, notify the Customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge as set forth in the Company's rate schedule will apply in addition to the charge for Additional Engineering as set forth in the Company's rate schedule. If a change of service date is required, the Service Date Change Charge as set forth in the Company's rate schedule will also apply. The Access Order Charge as specified in the Company's rate schedule does not apply.

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4. Access Ordering (cont'd)

4.5 Minimum Periods and Cancellations

4.5.1 Minimum Periods

Switched Access Service has a minimum period of three months.

4.5.2 Development of Minimum Period Charges

When Access Service is disconnected after commencement of service but prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

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

- a. For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable recurring charges plus any nonrecurring and/or special construction charge(s) that may be due.

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4. Access Ordering (cont'd)

4.5 Minimum Periods and Cancellations (cont'd)

4.5.3 Cancellation of an Access Order

A. A Customer may cancel an Access Order for the installation of 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 order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original service date of the Access Order.

B. When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

1. Installation of Switched Access Service facilities is considered to have started when the company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
2. Where the Customer cancels an Access Order prior to the start of an installation of access facilities, no charges shall apply.

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4. Access Ordering (cont'd)

4.5 Minimum Periods and Cancellations (cont'd)

4.5.3 Cancellation of An Access Order

B. (cont'd)

3. Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

- i. A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include the no recoverable cost of equipment and material ordered, provided or used, plus the no recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.
- ii. The charge for the minimum period of Switched Access Service ordered by the Customer.
- iii. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- iv. If the Company misses a service date by more than 30 days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Access Order without incurring cancellation charges.

4. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity will be treated as a partial cancellation and charges will be determined as set forth in Section 4.5.3.B preceding.

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SECTION 5 -- Switched Access Services

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5. Switched Access Service

5.1 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 designated premises and an end user's premises. It provides for the use of common terminating, switching, and trunking facilities and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer designated premises, and to terminate calls from a Customer designated premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in Sections 5.1.3 and 5.5 through 5.9 following.

Rates and charges for Switched Access Service depend generally on the specific Feature Group ordered by the Customer, e.g., for MTS or WATS services, or MTS/WATS equivalent services, and whether it is provided in a Company end office that is equipped to provide equal or non equal access. Rates and charges for Switched Access Service are set forth in the Company's rate schedule. The application of rates for Switched Access Service is described in Section 6.4 following. Rates and charges for service other than Switched Access Service, e.g., a Customer's interLATA toll message service may also be applicable when Switched Access Service is used in conjunction with these other services. Descriptions of such applicability are provided in Sections 5.4.5, and 5.8.1(E) following.

5.1.1 Description and Provision of Switched Access Service Arrangements

A. Description

Switched Access Service is provided in Feature Group D arrangements which is a service category of standard and optional features. Service categories are differentiated by their technical characteristics, e.g., line side vs. trunk side connection at the Company first point of switching. They are also differentiated by optional feature availability and the manner in which the end user accesses them in originating calling, e.g., with or without access codes of various lengths and digits.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.1. Description and Provision of Switched Access Service Arrangements (cont'd)

A. Description (cont'd)

The provision of each Feature Group requires Local Transport facilities and the appropriate End Office functions.

There are three specific transmission specifications (i.e., Types A, B, and C) that have been identified for the provision of Feature Groups. The specifications provided are dependent on the Interface Group and the routing of the service, i.e., whether the service is routed directly to the end office or via an access tandem. The parameters for the transmission specifications are set forth in Section 11.1.2 following.

Feature Group are arranged for wither originating, terminating, or two-way calling, based on the Customer end office switching capacity ordered. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the Customer designated premises. Terminating calling permits the delivery of calls from the Customer designated premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously. The Company will determine the type of calling to be provided unless the Customer requests that a different type of directional calling is to be provided. In such cases, the Company will work cooperatively with the Customer to determine the directionality. There are various optional features associated with Local Transport, Common Switching and Transport Termination available with the Feature Groups. In addition, the Interim NXX Translation and Operator Transfer Service optional features are available with Feature Group D. Operator Transfer Services will be provided over FGD switched access service trunks from the operator service location to the Customer's premises.

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5. Switched Access Service (cont'd)

5.1. General (cont'd)

5.1.1. Description and Provision of Switched Access Service Agreements (cont'd)

A. Description (cont'd)

Where required by technical limitations, a separate FGD trunk group will be established for Operator Transfer Service. The operator service location will provide trunk answer and disconnect supervisory signaling to the Customer.

B. Manner of Provision

The Common Switching, Transport Termination, Interim NXX Translation and Operator Transfer Service optional features, which are described in 5.7 following, unless specifically stated otherwise, are available at all Company end office switches. FGD Switched Access is furnished on a BHMC basis. FGD may also be provided to Customers other than MTS/WATS providers on a per trunk basis as set forth in Section 5.2.5 preceding.

There are two major BHMC categories identified as Originating and Terminating. Originating BHMCs represent access capacity within a LATA for carrying traffic from the end user to the Customer. Terminating BHMCs represent access capacity within a LKATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access in BHMCs, the Customer must at a minimum specify such access capacity in terms of Originating BHMCs and/or Terminating BHMCs.

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5. Switched Access Service (cont'd)

5.1. General (cont'd)

5.1.1 Description and Provision of Switched Access Service Agreements (cont'd)

B. Manner of Provision (cont'd)

Because some Customers will wish to further segregate their originating traffic into separate trunk groups, or because segregation may be required by network considerations originating BHMCs are further categorized into Domestic, 800, 900, Operator, IDDD and Operator Transfer Services. Domestic BHMCs represent access capacity for carrying, respectively, only 800, 900, Operator or Operator Transfer Services traffic.

When ordering such types of access capacity, the Customer must specify Domestic, 800, 900, Operator, IDDD, or Operator Transfer Services BHMCs.

5.1.2. Ordering Options and Conditions

Switched Access Service is ordered under the Access Order provisions set forth in Section 4.2 preceding. Section 4.4 includes regulations concerning miscellaneous service order changes which may be associated with Switched Access Service ordering (e.g., Service Date Changes, Cancellations, etc.)

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5. Switched Access Service (cont'd)

5.1. General (cont'd)

5.1.3. Rate Categories

Rates for Switched Access Service rate elements are set forth in the Rates and Charges Attachment to this Tariff.

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

- Originating Local Transport (described in Section 5.1.3.A following)
- Originating End Office (described in Section 5.1.3.B following)
- Bundled Terminating Service (described in Section 5.1.3.C following)
- Chargeable Optional features (described in Section 5.1.3.D following)
- Common Line (described in Section 3 preceding)
- VOIP-PSTN Access Service

A. Originating Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the Customers designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. For purposes of determining Local Transport Facility measurement, distance will be measured from the wire center that normally serves the Customer designated premises to the end office switch(es), which may be a Remote Switching Module(s). Exceptions to the Local Transport Facility measurement rules are set forth in Section 5.4.6 following and in this Section.

Originating Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the Customer designated premises) and in the terminating direction (from the Customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

A. Originating Local Transport (cont'd)

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service. Unless otherwise ordered by the F.C.C., where the Company elects to provide equal access through a centralized equal access arrangement, the Company will designate the serving wire center. The designated SWC will normally be that wire center which provides dial tone to the Company centralized Equal Access tandem office identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO.4. When service is provided in cooperation with a non-Company provider of centralized Equal Access, the SWC will be that wire center which would normally provide dial tone to the Company point of interconnection with the non-Company provider of centralized Equal Access specified in the tariff of the centralized Equal Access provider. Those Company offices providing equal access through centralized arrangements are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARRIFF F.C.C. NO. 4.

Originating Local Transport rates are made up of a Local Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Local Transport Facility rate assessed on a per mile per access minute basis. The Local Transport Termination rate provides for the communications frequency transmission path at the Company switching office and includes the Local Transport portion of Central Office Switching and Central Office Circuit equipment (e.g., signaling, transmission devices, padding, carrier channels, etc.)

The Local Transport Termination rate for FGD is applied at the end office.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

A. Originating Local Transport (cont'd)

The Local Transport Termination rate will also apply if the IC serving wire center and the end user serving wire center are collocated. The Local Transport Termination rate will apply once to each Switched Access Service. The Local Transport Facility rate provides for the frequency transmission path and for that portion of the Local Transport which extends beyond the Company end office and includes both the physical (or derived) outside plant facilities and necessary transmission equipment (repeaters, etc.) including that which may be found at intermediate offices. The Local Transport Facility rate will not apply if the IC serving wire center and the end user serving wire center are collocated.

Notwithstanding the preceding paragraph, when more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in Section 2.4.7 preceding.

Local Transport is provided at the rates and charges set forth in the Company's rate schedule.

1. Interface Groups

Ten Interface Groups are provided for terminating the Local Transport at the Customer's designated premises. Technical specifications concerning the available interface groups are set forth in Section 11.1 following.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

A. Originating Local Transport (cont'd)

2. Non-chargeable Optional Features

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features as set forth and described in Section 11.1.1.E following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

3. Chargeable Optional Features

Common Channel Signaling, Signaling System 7 (CCS/SS7) Network Connection (CCSNC) Service provides a signaling path between a Customer's designated Signaling Point of Interface (SPOI) and a Company Signaling Transfer Point (STP). CCSNC is provided as set forth in this section.

800 Database Access Service is provided to all Customers in conjunction with FGD switched access service. A Basic or Vertical Feature Query charge, as set forth in the Company's rate schedule, is accessed for each query launched to the 800 database. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

A. Originating Local Transport (cont'd)

3. Chargeable Optional Features (cont'd)

The Vertical Feature Query provides the same Customer identification function in addition to vertical features which may include: (1) call validation (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 numbers (which is generally necessary for the routing of 800 calls); (3) alternate POTS translation (which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

B. Originating End Office

The Originating End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. The end Office rate category includes the Local Switching, Information Surcharge and ANI rate elements.

1. Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, and the terminations of calls at Company Intercept Operators or recordings.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

B. Originating End Office (cont'd)

1. Local Switching (cont'd)

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

Rates for Local Switching are set forth in the Company's rate schedule.

There are four types of functions included in the Local Switching rates element: Common Switching, Transport Termination, Line Termination and Intercept. These are described in (a) through (d) following.

a. Common Switching

Common Switching provides the local end office switching functions associated with the Feature Group D switching arrangements. Included as part of Common Switching are various non chargeable optional features which the Customer can order to meet the Customer's specific communications requirements. These optional features are described in Section 5.7.1 following.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

B. Originating End Office (cont'd)

1. Local Switching (cont'd)

b. Transport Termination

Transport Termination functions provide for the line or trunk side arrangements which terminate the Local Transport facilities. Included as part of these functions are various non chargeable optional termination arrangements. These optional terminating arrangements are described in Section 5.7.2 following.

The number of Transport Terminations provided will be determined by the Company as set forth in Section 5.2.5 following.

c. Line Termination

Line Termination provides for the terminations of end user lines in the local end office. There is one type of Line Termination, Common Line Terminations, utilized in the provision of WATS or WATS-type services at Company designated WATS Serving Offices.

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5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

B. Originating End Office (cont'd)

1. Local Switching (cont'd)

d. Intercept

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

2. Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in the Company's rate schedule.

The number of end office switching transmission paths will be determined as set forth in Section 5.2.5 following.

C. Bundled Terminating Service

Carrier will terminate all intrastate traffic at a single bundled per-minute rate, applicable to all times of day, and applicable to intraLATA and interLATA traffic.

D. Identification and Rating of VOIP-PSTN Traffic

Applicable rules, requirements, procedures and rates for VOIP-PATN Traffic are set forth in 5.8, following.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

E. Chargeable Optional Features

Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

1. Interim NXX Translation

The Interim NXXs Translation rate elements provides for Customer identification of non-database services when call are direct by end uses in the 1+SAC+NXX-XXXX (e.g., 1+900+NXX-XXXX) format. The NXX codes are assigned to specific Customers in conformance with the North American Numbering Plan (NANP). The NXX code assignment(s) will be made by the Neustar NANP Coordinator. The Company will use the NXX code to identify the Customer to whose point of termination the traffic is to be delivered (i.e., at appropriately equipped electronic end offices, access tandems or through contracted arrangements with other parties). It is then the responsibility of the Customer to do any further translation the Customer deems necessary to route the call. Customer assigned NXX codes which have not been ordered will be blocked.

A nonrecurring charge, as set forth in the Company's rate schedule is associated with this optional feature. This nonrecurring charge is assessed by the Company on a per-order, per-LATA-or-Market-Area basis and is applied in lieu of the Access Order Charge specified in the Company's rate schedule following. The nonrecurring charge is accesses only by the Company that provides the final translation function.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

E. Chargeable Optional Features (cont'd)

1. Interim NXX Translation (cont'd)

A Company is said to have provided the final Interim NXX Translation when its translation identifies the Customer's traffic and this traffic is then delivered to the Customer's point of termination without any further translation.

2. Operator Transfer Services

Operator Transfer Service may be provided with FGD Switched Access Service at a Company designated Operator Services location. Operator Transfer Service is an originating service. The rate is accessed per 0- call transferred to a Customer's operator. A 0- call is considered transferred when the Company operator activates the switch transferring the call to the designated Customer and the Customer acknowledges receipt.

In addition to the Operator Transfer Service charge described above and in Section 5.7.3.B following, FGD Switched Access rates and charges as set forth in Section 5.4.1.B.1 and 5.4.1.C following and Carrier Common Line Charges set forth in the Company's rate schedule will apply per minute of use for Operator Transfer Service.

Operator Transfer Service charges, provided for in this tariff, are applied only to those calls actually transferred by the Company to the Customer's operator.

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.3 Rate Categories (cont'd)

E. Chargeable Optional Features (cont'd)

3. 800 Database Access Service

800 Database Access Service is provided to all Customers in conjunction with FGD switched access service. When a 1+800+NXX+XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800 database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched on of F

A Basic or Vertical Feature Query charge, as set forth in the Company's rate schedule, is assessed for each query launched to the 800 database. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification function in addition to vertical features which may include: (1) call validation (ensuring that call originate from subscribed service areas); (2) POTS translation of 800 numbers (which is generally necessary for the routing of 800 calls); (3) alternate POTS translation (which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

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5. Switched Access Service (cont'd)

5.1 General (cont'd)

5.1.4 Special Facilities Routing

Any Customer may request that the facilities used to provide Switched Access Service be specially routed. The regulations for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are set forth as individuals CAE billing arrangements.

5.1.5 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, and will be reissued or updated whenever these facilities are materially changed.

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5. Switched Access Service (cont'd)

5.2 Undertaking of the Company

In addition to the obligations of the Company set forth in Section 2 preceding, the Company has certain other obligations concerning only the provision of Switched Access Service. These obligations are as follows:

5.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service.

Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a Credit Allowance for Service Interruption as set forth in Section 2.4.4.B preceding.

5.2.2 Transmission Specification

Each Switched Access Service transmission path is provided with standard transmission specifications. There are three different standard specifications (Types A, B, and C). The standard for a particular transmission path is depending on the Feature Group, the Interface Group and whether the service is directly routed or via an access tandem. Data Transmission Parameters are also provided with each Switched Access Service transmission path. The Company will, upon notification by the Customer that the data parameters set forth in Section 15.1.3 following are not being met, conduct tests independently or in cooperation with the Customer, and take any necessary action to insure that the data parameters are met.

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5. Switched Access Service (cont'd)

5.2 Undertaking of the Company (cont'd)

5.2.2 Transmission Specifications (cont'd)

The transmission specifications concerning Switched Access Service are limits which, when exceeded, may require the immediate corrective action of the Company. Acceptance limits are set forth in Technical Reference TR-NPL-000334. This technical Reference also provides the basis for determining Switched Access Service maintenance limits.

5.2.3 Provision of Service Performance Data

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

5.2.4 Testing

A. 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, 3-tone slope, d.c. continuity and operational signaling. When the Local Transport is provided with Interface Groups 2 through 10, and the Transport Termination is two-wire (i.e., there is a four wire to two-wire conversion in Local Transport), balance parameters (equal level echo path loss) may also be tested.

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5. Switched Access Service (cont'd)

5.2 Undertaking of the Company (cont'd)

5.2.4 Testing (cont'd)

B. Routing Testing

At no additional charge, the Company will, at the Customer's request, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise and Balance (Return loss).

In the case of automatic testing, the Customer shall provide remote office test liens and 105 test lines with associated responders or their functional equivalent.

The frequency of these tests will be that which is mutually agreed upon by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz Loss and C-message noise tests and an annual Balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

Addition tests may be ordered as set forth in Section 10.3.1 following. Charges for these additional tests are set forth in the Company's rate schedule.

5.2.5 Determination of Number of Transmission Paths

For Feature Group D, when ordered on a per trunk basis by Customers other than MTS/WATS providers, the Customer specifies the number of transmission paths in the order for service.

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5. Switched Access Service (cont'd)

5.2 Undertaking of the Company (cont'd)

5.2.5 Determination of Number of Transmission Paths (cont'd)

A. Routine Testing

The Company will determine the number of Switched Access Service Transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in Section 5.1.1B receding) for the end offices for each Feature Group ordered from a Customer's designated premises.

The total busy hour minutes of capacity by type (e.g., originating, terminating, IDDD, Operator) for the end office will be converted to transmission paths using standard Company traffic engineering methods. The number of transmission paths provided shall be the number required based on (1) the use of access tandem switches and end office switches, (2) the use of the end office switches only, or (3) the use of the tandem switches only.

5.2.6 Trunk Group Measurement Reports

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

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5. Switched Access Service (cont'd)

5.3 Obligations of the Customer

In addition to the obligations of the Customer set forth in Section 2 preceding, the Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

5.3.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.3.11 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth in Section 2.3.12 preceding.

B. Code Screening Reports

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

C. VOIP-PSTN Traffic Reports

Customer's sending or receiving VOIP-PSTN Traffic to/from the Company must submit the PPVU and TPVU reports, and other information, as specified in Section 6.8 following.

5.3.2 Trunk Group Measurement Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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5. Switched Access Service (cont'd)

5.3 Obligations of the Customer (cont'd)

5.3.3 Supervisory Signaling

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

5.3.4 Short Duration Mass Calling Requirement

When a Customer offers service for which a substantial call volume is expected during a short period of time (e.g., 900 service media stimulated events), the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and telephone number(s) to be used.

On the basis of the information provided, the Company may invoke network management controls, (e.g., call gapping and code blocking) to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations

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

5.4.1 Description and Application of Rates and Charges

There are two types of rates and charges that apply to Switched Access Service. These are usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in (C) following.

A. Usage Rates

Usage rates for Switched Access Service are rates that apply on a per access minute basis when a specific rate element is used except for Network Blocking which is applied on a per call blocked basis beyond threshold and Automatic Number Identification which is applied on a per attempt basis. All charges are accumulated over a monthly period.

B. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, Interim NXX Translation optional feature and service rearrangements. These charges, with the exception of the Interim NXX Translation optional feature, are in addition to the Access Order Charge as specified in the Company's rate schedule.

1. Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For FGD, which is ordered on a per trunk basis, the charge is applied on a per line or trunk basis respectively. For FGD, which is ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.1 Description and Application of Rates and Charges (cont'd)

B. Nonrecurring Charges (cont'd)

2. Interim NXX Translation Optional Feature

This nonrecurring charge applies to the initial order for the installation of the Interim NXX Translation optional feature with Feature group D Switched Access Service and for each subsequent order received to add or change NXX Translation codes. This charge, if applicable applies whether this optional feature is installed coincident with or at any time subsequent to the installation of Switched Access Services. This charge is applied by the Company per order, per LATA or Market Area.

When it is necessary for multiple Companies to provide the translation function, the nonrecurring charge is assessed only by the Company that provides the final translation function which identifies the Customer's traffic and this traffic is then delivered to the Customer's point of termination without any further translation.

3. Service Rearrangements

All changes to existing services other than changes involving administrative activities, will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) proceeding will apply for this work activity. Moves that change that physical location of the point of termination are described and charged for as set forth in Section 5.4.4 following.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.1 Description and Application of Rates and Charges (cont'd)

B. Nonrecurring Charges (cont'd)

3. Service Rearrangements (cont'd)

If, due to technical limitations of the Company, a Customer could not combine its Interim NXX traffic with its other trunk side Switched Access Services, no charges shall apply to combine these trunk groups when it becomes technically possible.

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

Change of Customer name,

Change of Customer or Customer's end user premises address when the change of address is not a result of physical relocation of equipment,

Change in billing date (name, address, or contact name or telephone number),

Change of agency authorization,

Change of Customer circuit identification,

Change of billing account number,

Change of Customer test line number,

Change of Customer or Customer's end user contact name or telephone number, and

Change of jurisdiction.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.1 Description and Application of Rates and Charges (cont'd)

B. Nonrecurring Charges (cont'd)

3. Service Rearrangements (cont'd)

Changes and additions to existing Switched Access Services which are necessary due to Company initiated network reconfigurations, and required to provide the same grade of service to the Customer that existed prior to the reconfiguration, will be made without charge to the Customer. Charges will apply to those changes and additions which are in excess of those required to provide the same grade of service and/or capacity. Grade of service will be as determined by industry standard engineering tables. Changes to the point in time when the off-hook supervisory signal is provided in the originating call sequence i.e., when the off-hook supervisory signal is changed from being provided by the Customer's equipment before the called party answers to being forwarded by the Customer's equipment when the called party answers or vice versa, are subject to the Access Order Charge as set forth in the Company's rate schedule.

For additions, changes or modifications to an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.

For additions, changes, or modifications to optional features that do not have their own separate nonrecurring charges, an Access Order Charge as set forth in the Company's rate schedule will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply (i.e., it will not apply per transmission path).

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.1 Description and Application of Rates and Charges (cont'd)

C. Application of Rates

1. Premium Rates

Premium rates apply to all FGC access minutes when the service is provided to Customers which furnish interstate MTS/WATS, and to all access minutes that originate or terminate at end office equipped with equal access (i.e., FGD) capabilities.

2. Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Connection

The CCS/SS7 Network Connection is comprised of a Signaling Mileage Facility charge, a Signaling Mileage Termination Charge, a Signaling Entrance facility charge, and a Signaling Transfer Point (STP) Port charge.

The Signaling Mileage Facility charge is assessed on a per mile basis. The Signaling Mileage Termination charge is assessed on a per termination basis (i.e., at each end of the Signaling Mileage Facility). When the Signaling Mileage Facility mileage measurement is zero, Signaling Mileage Termination charges to no apply.

The STP Port charge is assessed on a per port basis for each termination of a Signaling Mileage Facility at an STP.

3. Time Periods Defined

Day	Monday – Friday	8:00 AM – 5:00 PM
Evening	Monday – Friday	5:00 PM – 11:00 PM
	Sunday	5:00 PM – 11:00 PM
Night	Monday – Friday	11:00 PM – 8:00 AM
	Saturday	all day
	Sunday	12:00 AM – 5:00 PM
	Sunday	11:00 PM – 8:00 AM

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.1 Description and Application of Rates and Charges (cont'd)

C. Application of Rates (cont'd)

4. 800 Database Access Service

A Basic Query or Vertical Feature Query charge applies for each query that is launched to an 800 database and identifies the Customer to whom the call will be delivered. Query charges, as set forth in the Company' rate schedule, will only be applied by those companies whose wire centers are identified as assessing query charges in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

When FGD switched access service is used for the provision of 800 Database Access Service and the total minutes of use and/or count of queries can be determined for each Customer at tandem or SSP but cannot be determined by individual end office, an allocation method will be utilized to determine minutes of use and/or queries by end office and Customer. For each end office a ratio will be developed and applied against the total minutes of use and/or count of queries for a given Customer as determined by the tandem or SSP. These ratios will be developed by dividing the unidentified originating minutes of use in all end office subtending the tandem or SSP.

D. Specification of Rates

1. Rates for all intrastate access services except terminating intrastate switched access minutes are set forth in the Rates and Charges Attachment to this Tariff.
2. For terminating switched access rates, see Verizon New York FCC Tariff No. 11.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.2 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge is calculated as follows.

For the local transport, Local Switching, Information Surcharge, and ANI rate elements, the minimum monthly charge is the sum of the recurring charges set forth in the Company's rate schedule for either the actual measured usage or the assumed usage prorated to the number of days or major fraction of days based on a 30-day month.

5.4.3 Moves

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

- The point of termination at the Customer designated premises
- The Customer designated premises

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

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the installation nonrecurring charge for the capacity affected. This charge is in addition to the Access Order Charge as specified in the Company's rate schedule. There will be no change in the minimum period requirements.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.3 Moves (cont'd)

B. Moves to a Different Building

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

5.4.4 Local Information Delivery Services

Calls over Switched Access Service in the terminating direction to certain community information services will be rated under the applicable rates for Switched Access Service as set forth in the Company's rate schedule. In addition, the charges per call as specified under the Company's local and/or general exchange service tariffs will also apply.

5.4.5 Mileage Measurement

The mileage to be used to determine the monthly rate for Local Transport is calculated on the airline distance between the end office switch, which may be a Remote Switching Module, where the call carried by Local Transport originates or terminates and the Customer's service wire enter, except as set forth in (A) through (F) following. Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 for Wire Center Information (V&H coordinates).

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.5 Mileage Measurement (cont'd)

Mileage rates are set forth in the Company's rate schedule. To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rate. Then multiply the mileage by the appropriate rate.

Exceptions to the mileage measurement rules are as follows:

A. Five-Mile Rule

When a non AT&T Customer designated premises is within five miles of an AT&T Class 4 office, the Local Transport mileage for a call which is carried over a Switched Access service, originating or terminating through an end office switch, shall be the distance as would be determined from that end office switch to the serving wire center for that AT&T Class 4 office unless the Customer specifies that for an entire LATA, it wants all measurements determined from its serving wire center.

This designation (i.e., which serving wire center to use in calculating mileage) may be changed only once in any 12 month period. Such change will be made without charge(s) to the Customer.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.5 Mileage Measurement (cont'd)

B. Feature Group D – Alternate Traffic Routing

When the Alternate traffic Routing optional feature is provided with feature Groups D, the Local Transport access minutes will be apportioned between the two trunk groups used to provide this feature. Such apportionment will be made using: (1) standard Company traffic engineering methodology and will be based on the last trunk CSS desired for the high usage group, as described in 6.7.1 BF following (Alternate Traffic Routing), and the total busy hour minutes of capacity ordered to the end office, when the feature is provided at an end office switch, or to the subtending end offices when the feature is provided at an access tandem switch, or (2) an apportionment mutually agreed to by the company and the Customer. This apportionment will serve as the basis for Local Transport mileage calculation.

C. Feature Group D – WATS

The Local Transport Facility for Feature Group D Switched Access Service connected with private line service at a WATS Serving Office (when measured access minutes of use are used) or between the Feature Group A entry switch (when assumed minutes of use are used) and the serving wire center of the Customer designated premises.

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5. Switched Access Service (cont'd)

5.4 Rate Regulations (cont'd)

5.4.6 Mixed Use

Mixed use occurs when Switched Access Service and private line service are provided over the same High Capacity service through a common interface. The regulations governing the provision of Mixed Use Facilities are set forth in Section 4.2.2 preceding and Section 6.2.7 following.

The Company will designate the first point(s) of switching and routing to be used where equal access traffic is provided through a centralized equal access arrangement. Those Company offices providing equal access through centralized arrangements are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD)

5.5.1 Description

- A. FGD Access, which is available to all Customers, provides trunk side access to Company end office switches.
- B. FGD is provided at Company designated end office switches whether routed directly or via Company designated electronic access tandem switches. The Company will designate the first point(s) of switching for FGD services where the Company elects to provide equal access through a centralized equal access through centralized arrangements are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
- C. FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start start-pulsing signals and answers and disconnects supervisory signaling.
- D. FGD switching is provided with multi frequency address signaling. Up to 12 digits of the called party number dialed by the Customer's end user using dual tone multi frequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signal will be subject to the ordinary transmission capabilities of the Local transport provided.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.1 Description (cont'd)

- E. FGD switching, when used in the terminating direction, may be used to access valid NXX's in the LATA, time or weather announcement services of the Company, community information services of an information service provider, and other Customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. The Customer will also be billed additional non-access charges for calls to certain community information services, for which rates are applicable under Company exchange service tariffs, e.g., 976 (DIAL-IT) Network Service. Additionally, non-access charges will also be billed for calls from a FGD trunk to another Customer's service in accordance with that Customer's applicable service rates when the Company performs the billing function for that Customer. Calls in the terminating direction will not be completed to 950-1xxx or 950-0xxx access codes, local operator assistance (0- and 0+), service codes 611 and 911, and 101xxxx access codes. FGD may not be switched, in the terminating direction, to Switched access service Feature Groups A, B, C, or D.
- F. The Company will establish a trunk group or groups for the Customer at end office switches or access tandem switches where FGD switching is provide. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in single trunk group at the opting of the Company.

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5. Switched Access Service (cont'd)

5.5 Description (cont'd)

- G. The access code for GGD switching is a uniform access code of the form 101xxxx. A uniform access code(s) will be the assigned number of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Pre-subscription to the Customer, as set forth in Section 10.4 following.

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

When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the Customer designated premises.

Unless otherwise ordered by the F.C.C., when equal access is provided through a centralized equal access arrangement the 101XXXX access code may not be available in certain equal access offices. Those offices which provide FGD Switched Access Service without the 101XXXX access code are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 4.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.1 Description (cont'd)

- H. FGD switching will be arranged to accept calls from telephone exchange service locations without the need or dialing the 101XXXX uniform access code. Each telephone exchange service line may be marked with a code to identify which 101XXXX code its calls will be directed to for interLATA service.
- I. Unless prohibited by technical limitations, the Customer's Interim NXX Translation and/or 800 Database traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-Interim NXX Translation and/or 800 Database traffic. When required by technical limitation, or at the request of the Customer, a separate trunk group will be established for Interim NXX Translation and/or 800 Database traffic.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.2 Optional Features

Following are the various non-chargeable and chargeable optional features that are available in lieu of, or in addition to, the standard features provided with feature Group D. Non-chargeable Optional Features are provided as Common Switching, transport Termination and Local transport options as set forth in (A) through (C) following. Chargeable optional features are set forth in (D) following.

A. Common Switching Options

Descriptions of the common switching optional features are set forth in section 5.7 following.

1. Service Glass Routing
2. Alternate Traffic Routing
3. Trunk Access Limitation
4. Call Gapping Arrangement
5. International Carrier Option
6. Bank Advance arrangement for Use in the Provision of WATS or WATS-Type Services
7. Hunt Group Arrangement for Use in the Provision of WATS or WATS-Type Services
8. Uniform Call Distribution arrangement for Use in the Provision of WATS or WATS-Type Services

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

Optional Features (cont'd)

B. Transport Termination Options

1. Operator Trunk – Full Feature

The Operator Trunk optional feature is set forth in Section 5.7.2.A following.

C. Local Transport Options

One optional feature is available with Local Transport associated with FGD. That optional feature is Supervisory Signaling and, due to its technical nature, is set forth in Section 11.1.1 following.

D. Chargeable Optional Features

1. Automatic Number Identification

2. Interim NXX Translation

6.5.2 Design and Traffic Routing

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

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.3 Design and Traffic Routing (cont'd)

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Company traffic routing plans. If the Customer desires routing or directionality different from that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service; except the Company will designate the first point(s) of switching and routing to be used where equal access is provided through a centralized equal access arrangement. Those company offices providing equal access through centralized arrangements are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

5.5.4 Measuring Access Minutes

Customer traffic to end offices will be recorded at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or incurred recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over FGD the measured minutes are the chargeable access minutes.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.4 Measuring Access Minutes (cont'd)

For originating calls over FGD, usage measurement begins when the originating FGD first point of switching receives the first wink supervisory signal forwarded from the Customer's point of termination.

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

For terminating call over FGD the chargeable access minutes are either measured or imputed.

For terminating calls over FGD where measurement capability exists, the measurement of chargeable access minutes begins when the terminating FGD first point of switching receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. This measurement ends when the terminating FGD first point of switching receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the first point of switching.

For terminating calls over FGD, where measurement capability does not exist, terminating FGD usage is imputed from originating usage, excluding usage from calls to closed end services or Directory Assistance Service.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.5 Design Blocking Probability

The Company will design the facilities used in the provision of Switched Access Service FGD to meet the blocking probability criteria as set forth in (A) and (B) following.

- A. For Feature Group D, the design blocking objective will be no greater than one percent (.01) between the point of termination at the Customer's designated premises and the end office switch, whether the traffic is directly routed without an alternate route or routed via an access tandem. Standard traffic engineering methods as set forth in reference document Telecommunications Transmission Engineering – Volume 3 – Networks and Services (Chapters 6-7) will be used by the Company to determine the number of transmission paths required to achieve this level of blocking.
- B. The Company will perform routine measurement functions to assure that an adequate number of transmission paths are in service. The Company will recommend that additional capacity (i.e., busy hour minutes of capacity or trunks) be ordered by the Customer when additional paths are required to reduce the measured blocking to the designed blocking level. For the capacity ordered, the design blocking objective is assumed to have been met if the routine measurements show that the measured blocking does not exceed the threshold listed in the following tables.

For transmission paths carrying only first routed traffic direct between and end office and Customer's designated premises without an alternate route, and for paths carrying only overflow traffic, the measured blocking thresholds are listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.6 Network Blocking Charge

The Customer will be notified by the Company to increase its capacity (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased. Excessive trunk group blocking occurs when the blocking thresholds stated below are exceeded. They are predicated on time consistent, hourly measurements over a 30-day period excluding Saturdays, Sundays and national holidays. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in the Company's rate schedule, for each overflow in excess of the blocking threshold when (1) the average "30 day period" overflow exceeds the threshold level for any particular hour and (2) the "30 day period" measured average originating or two-way usage for the same clock hour exceeds the capacity purchased.

a. Blocking Thresholds

Trunk in Service	1%	½%
1-2	7.0%	4.5%
3-4	5.0%	3.5%
5-6	4.0%	2.5%
7 or greater	3.0%	2.0%

The 1% blocking threshold is for transmission paths carrying traffic direct (without an alternate route) between an end office and a Customer's premises. The ½% blocking threshold is for transmission paths carrying first routed traffic between an end office and a Customer's premises via an access tandem.

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5. Switched Access Service (cont'd)

5.5 Description and Provision of Feature Group D (FGD) (cont'd)

5.5.7 Testing Capabilities

FGD is provided, in the terminating direction where equipment is available, with seven-digit access to balance (100 type) test line, milliwatt (102 type) test line, non-synchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. In addition to the tests described in Section 5.2.4 preceding, which are included with the installation of service (Acceptance testing) and as ongoing routine testing, Additional Cooperative Acceptance Testing, Additional Automatic Testing and Additional Manual Testing, are available as set forth in Section 10.3.1 following.

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5. Switched Access Service (cont'd)

5.6 Description and Provision of Automatic Number Identification (ANI)

5.6.1 This option provides the automatic transmission of a seven digit or ten digit number and information digits to the Customer designated premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with:

- A. All individual transmission paths in a trunk group routed directly between an end office and a Customer designated premises or, where technically feasible, with
- B. 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 designated premises.

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5. Switched Access Service (cont'd)

5.6 Description and Provision of Automatic Number Identification (ANI) (cont'd)

5.6.2 Where complete ANI detail cannot be provided, e.g., on calls from 4 and 8 party services, information digits will be provided to the Customer.

The information digits identify:

- a. The telephone number is the station billing number – no special treatment required;
- b. Multiparty line, telephone number is a 4 and 8 – party line and cannot be identified, the number must be obtained via an operator or in some other manner;
- c. ANI failure has occurred in the end office switch, which prevents identification of the calling telephone number, must be obtained by operator or in some other manner;
- d. Hotel/motel originated call, which requires room number identification;
- e. Coin less station, hospital, inmate, etc. Call which requires special screening or handling by the Customer; and
- f. Call is an Automatic Identified Outward Dialed (AIOD) call from Customer premises equipment. The AIOD ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

5.6.3 Additional ANI information digits are available with Feature Group D also. They include:

- a. InterLATA restricted telephone number is identified line;
- b. InterLATA restricted hotel/motel line;
- c. InterLATA restricted – coin less, hospital, inmate, etc., line.

These information digits will be transmitted as agreed to by the Customer and the Company.

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5. Switched Access Service (cont'd)

5.6 Description and Provision of Automatic Number Identification (ANI) (cont'd)

5.6.4 Charges for ANI apply only to Feature Group D Originating. Rates are as set forth in the Company's rate schedule.

5.6.5 ANI Obligations of the Customer

Automatic Number Identification (ANI) information relating to a telephone subscriber, where available under any other provision of this tariff, is provided to the Customer (ANI recipient) under the following terms and condition:

- A. The ANI recipient or its designated billing agent may use or transmit 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.
- B. 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 service previously purchased by the telephone subscriber from the ANI recipient.

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5. Switched Access Service (cont'd)

5.6 Description and Provision of Automatic Number Identification (ANI) (cont'd)

5.6.5 ANI Obligations of the Customer (cont'd)

- C. 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.
- D. 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 Paragraph A, above, unless ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F. Violations of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the telephone 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. Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceeding pursuant to Sections 24, 25 and 26 of the Public Service Law.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in the addition to, the standard features provide with the Feature Groups. They are provided as Common Switching, Transport Termination or Interim NXX Translation or Operator Transfer Service options.

5.7.1 Common Switching Non-chargeable Optional Features

A. Service Class Routing

This option provides the capability of directing originating traffic from an end office to a trunk group to a Customer designated premises, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+, 01+ or 011+; the indicators are , respectively, 128, 130, 136 or 135) or Service Access Code (e.g., 900). It is provided in suitably equipped end office or access tandem switches. It is available with Feature Group D.

B. Alternate Traffic Routing

This option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the "high usage" group) to a Customer designated premises until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group (the "final" group) to a second Customer designated premise. The Customer shall specify the last trunk CCS desired for the high usage group. It is provided in suitably equipped end office or access tandem switches. It is available with Feature Groups D.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.1 Common Switching Non-chargeable Optional Features (cont'd)

C. Trunk Access Limitation

This option provides for the routing of origination 900 service calls to a specified number of transmission paths in a trunk group, in order to limit (choke) the completion of such traffic to the Customer. Calls to the designated service which could not be completed over the subset of transmission paths in the trunk group, i.e., the choked calls, would be routed to reorder tone. It is provided in all Company electronic end offices and where available in electromechanical end offices. It is available with Feature Group D.

D. Call Gapping Arrangement

This option, provided in suitably equipped end office switches, provides for the routing of originating calls to 900 service to be switched in the end office to all transmission paths in a trunk group at a prescribed rate of flow, e.g., one call every five seconds, in order to limit (choke) the completion of such traffic to the Customer. Calls to the designated service which are denied access by this feature, i.e., the choked calls, would be routed to a no-circuit announcement. It is provided in selected Feature Group D equipped end offices and is available only with Feature Group D.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.1 Common Switching Non-chargeable Optional Features (cont'd)

E. International Carrier Option

This option allows for Feature Group D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to forward the international calls of one or more international carriers to the Customer (i.e., the Company is able to route originating international calls to a Customer other than the one designated by the end user either through Presubscription or 101XXXX dialing).

This arrangement requires provision of written verification to the Company that the Customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the Customer to order the option on behalf of the international carrier. This option is only provided at the Company end offices or access tandems equipped for International Direct Distance Dialing and are available only with Feature Group D.

5.7.2 Transport Termination Non-chargeable Optional Features

A. Operator Trunk – Full Feature

This option provides the initial coin return control function to the Customer's operator. It is available with Feature Group D and is provided as a trunk type for Transport Termination.

5.7.3 Chargeable Optional Features

A. Interim NXX Translation

This service is an originating offering utilizing trunk side Switched Access Service and provides a Customer identification function based on the dialed SAC and NXX code.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.3 Chargeable Optional Features (cont'd)

A. Interim NXX Translation (cont'd)

For example, when a 1+900+NXX-XXXX call is originated by an end user, the Company will perform the Customer identification based on the dialed digits to determine the Customer location to which the call is to be routed. If the call originates from an end office switch not equipped to provide the Customer identification function, the call will be routed to an office at which the function is available. Once Customer identification has been established, the call will be routed to that Customer. Calls originating from an end office switch at which the Customer identification function is performed, but to which the Customer has not ordered interim NXX.

Translation will be blocked. Calls to a 900 number from coin telephones, 0+, 0-, 101XXXX, Inmate Service, Hotel/motel Service and calling card calls will be blocked.

The manner in which Interim NXX Translation is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access capabilities or not equipped with equal access capabilities).

The charge for Interim NXX Translation is as set forth in the company's rate schedule.

B. Operator Transfer Service

At the option of the Customer, Operator Transfer Service, as specified following, is available for use with FGD Switched Access Service. Operator Transfer Service is ordered as set forth in Section 5 preceding and is provided to the Customer via separate FGD trunks dedicated to Operator Transfer Service traffic.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.3 Chargeable Optional Features (cont'd)

B. Operator Transfer Service (cont'd)

Operator Transfer Service is an arrangement in which Company operators transfer 0- calls (calls for which the end user dials 0 with no additional digits) to the Customer designated by the end user.

The operator transfer function will be performed in the following manner:

- The operator answers the 0- call.
- Initially, the operator will suggest that the end user dial the Customer on a direct basis. If the end user insists that the operator transfer the call, the operator will ask the end user to identify the desired Customer and will then transfer the call as directed.
- If the end user has no preference, or the identified Customer has not subscribed to Operator Transfer Service, the end user will be asked to select from a list of available Customers.

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 the sequence in which Customers have ordered the Operator Transfer Service. For each subsequent month, following the initial order for Operator Transfer Service, 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 on the list will initially be placed at the bottom of the list of Customers.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.3 Chargeable Optional Features (cont'd)

B. Operator Transfer Service (cont'd)

0- Public Coin calls will be transferred to the end user designated Customer. In order to accept coin sent-paid calls, the Customer must order signaling as specified in TR-TSY-000506 and TR-NFL-000258.

The Customer may receive inband, multi-wink, or expanded inband coin control signaling, where available, from end offices served by an Operator Services Access Point. Different signaling types cannot be mixed on a signal trunk group.

All non-recurring and usage sensitive rates and charges normally applicable to FGD apply to Operator Transfer Service. Additionally, as specified in Section 6.1.3.C.2 preceding and as set forth in the Company's rate schedule is assessed the Customer per 0- call transferred.

5.7.4 Common Channel Signaling/Signaling System 7 Network Connection Service (CCSNC)

CCS/SS7 Network Connection Service is comprised of two rate elements; a Signaling Network Access Link (SNAL) and a Signaling Transfer Point (STP) Port. The SNAL is provided as dedicated 56 Kbps out-of-band signaling connection between the Customer's SPOI and the STP port on the STP.

The CCS/SS7 Network Connection Service is provisioned by a mated pair of STPs as described in Technical Reference TR-TSV-000905 in order to ensure network availability and reliability. The Company shall not be held liable for service outages if the Customer employs technology related to the interconnection of signaling networks that does not adhere to generally accepted industry technical standards.

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5. Switched Access Service (cont'd)

5.7 Common Switching, Transport Termination and Interim NXX Translation and Operator Transfer Service Optional Features (cont'd)

5.7.4 Common Channel Signaling/Signaling System 7 Network Connection Service (CCSNC) (cont'd)

When CCS/SS7 Network Connection service is provisioned for use with SS7 Signaling, interconnection between signaling networks must occur at an STP. Rates and charges for the CCS/SS7 Network Connection STP Ports and Signaling Network Access Links are contained in the Company's rate schedule.

5.7.5 800 Database Access Service

800 Database Access Service is provided with FGD switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800 database to perform the identification function. The call will then be routed to the identified Customer over FGD switched access.

The manner in which 800 database access service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined following.

- When 800 database access service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized databases, all such service will be provisioned from that end office.
- When 800 database access service originates at an end office not equipped with SSP Customer identification capability, the 800 call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized databases.

Query charges as set forth in the Company's rate schedule are in addition to those charges applicable for the Feature Group D switched access service.

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5. Switched Access Service (cont'd)

5.8 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 acting as 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

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

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5. Switched Access Service (cont'd)

5.8 Identification and Rating of VOIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VOIP-Usage Factor

The 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 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 Company's end user. The OPVU and TPVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU that the Customer receives from the Company in the State that is originated by the Company in IP format.
2. The Customer will calculate and furnish to the 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 Company in the State that is sent to the Company and originated in IP format.
3. The OPVU, TPVU and supporting documentation shall be based on information that is verifiable by the 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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5. Switched Access Service (cont'd)

5.8 Identification and Rating of VOIP-PSTN Traffic (Cont'd)

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

4. After the Company verifies the OPVU and TPVU provided by the Customer the Company will apply the OPVU and TPVU factors to the associated intrastate access MOU as indicated in Sections (D) and/or (E) below. In the event that the Company cannot verify the Customer's OPVU and/or TPVU, the Company will request additional information to support the OPVU and/or TPVU; during this time no changes will be made to the existing OPVU and/or TPVU. The Customer shall supply the requested additional information within 15 days of the Company's request or no changes will be made to the existing OPVU and/or TPVU. If after review of the additional information, the customer and Company establish a revised and mutually agreed upon OPVU and/or TPVU factor, the 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 OPVU and/or TPVU factor will be used by the Company.
5. In the absence of an interconnection agreement, at no time will the Company allow an OPVU or TPVU factor greater than the applicable State percentage as identified in Paragraph 963 of the FCC Order.

D. Initial OPVU and TPVU Factor

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

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5. Switched Access Service (cont'd)

5.8 Identification and Rating of VOIP-PSTN Traffic (Cont'd)

E. OPVU and TPVU Factor Updates

The Customer may update the OPVU and/or TPVU factor(s) semi-annually using the method set forth in subsection (C) above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January and/or July of each year, a revised OPVU and/or 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 Company the revised OPVU and/or TPVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

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6. Special Access Service

Special Access Service provides a transmission path to connect Customer designated premises, directly, or through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premises and a WATS Service Office, or to connect a Customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Company end office switches.

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

All Special Access Services are offered pursuant to the FirstLight Fiber, Inc. PSC Tariff No. 2 – Telephone.

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SECTION 7 -- Billing and Collection Services

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7. Billing and Collection Services

The company will provide the following services: Billing Name and Address (BNA) Service and Automatic Number Identification (ANI) Service. All other Billing and Collection Services are Non-Bottleneck Services. Non-Bottleneck Services are provided pursuant to contract executed between the Company and requesting parties.

7.1 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 telephone 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.

7.1.1 General Description

BNA Services is provided on a manual basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate.

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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7. Billing and Collection Services (cont'd)

7.1 Billing Name and Address Service (cont'd)

7.1.2 Undertaking of the Company

- A. Upon request from an authorized supervisor of the Customer who furnishes the Personal Identification Number (PIN) assigned by the Company, the Company will provide BNA information on a manual basis.

Telephone requests for information on up to 16 telephone numbers will be responded to on line. Telephone requests for information on over 16 and up to 100 telephone numbers will be responded to by a call back by the next business day.

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 business days.

- B. 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 the Recording Service as set forth in 7.1 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

- C. The Company will specify the format in which requests and tapes are to be submitted.

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7. Billing and Collection Services (cont'd)

7.1 Billing Name and Address Service (cont'd)

7.1.2 Undertaking of the Company (cont'd)

- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer billing databases, including non-published 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.
- E. The Company will provide the most current BNA information resident in its data base. 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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7. Billing and Collection Services (cont'd)

7.1 Billing Name and Address Service (cont'd)

7.1.3 Obligations of the Customer

- A. With each other for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information. Further, when BNA Service on a manual basis is ordered, the Customer will identify in writing and include the PIN assigned by the Company of all authorized individuals who will contact the Company.
- B. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published 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 Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedure concerning confidential information.
- C. 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, data bases or market data, records, files and databases or other systems it assembles through the use of BNA Service.

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7. Billing and Collection Services (cont'd)

7.1 Billing Name and Address Service (cont'd)

7.1.3 Obligations of the Customer (cont'd)

- D. When the Customer orders BNA Service for both interstate and intrastate messages, the projected interstate percentage of 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 ($100 - \text{projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the 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 following.

Effective on the first date of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

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7. Billing and Collection Services (cont'd)

7.1 Billing Name and Address Service (cont'd)

7.1.4 Rate Regulations

- A. 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.
- B. 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.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, as set forth in the Company's rate schedule, apply to each such message.

Service Establishment Charges and 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 in Section 8.1.3.E preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows:

- 1. For the Service Establishment Charge, multiply the intrastate percent times the stated tariff rate.
 - 2. For usage sensitive (i.e. requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.
- D. When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charges apply.

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INTRASTATE ACCESS SERVICE

7. Billing and Collection Services (cont'd)

7.2 Automatic Number Identification (ANI)

7.2.1 General

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 station. 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 access tandem. And a trunk group between an access tandem and a Customer's premises. A more detailed description of Automatic Number identification is as set forth in Section 5 preceding.

7.2.2 Rate Regulations

For each Automatic Number Identification (ANI) delivered (with Feature Group D originating) to the Customer billing and collection ANI rate and the local switching ANI rate will apply as set forth in the Company's rate schedule.

When ANI is delivered (with Feature Group D originating) to the Customer by an Independent Company and the Customer is charged the recording rate, the billing and collection ANI rate as set forth in the Company's rate schedule will not apply and the local switching ANI rate in the Company's rate schedule will apply. If the Customer is not charged the recording rate in the Company's rate schedule both the billing and collection ANI rate and the local switching ANI rate in the Company's rate schedule will apply for each ANI delivered to the Customer.

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INTRASTATE ACCESS SERVICE

8. Special Facilities Routing of Access Services

8.1 Description

The services provided under this tariff are provided over such routes and facilities as the Company may elect. Special Facilities Routing is involved when, in order to comply with requirements specified by the Customer, the Company provides Switched Access Service in a manner which includes one or more of the following conditions:

8.1.1 Diversity

Two or more circuits must be provided over not more than two different physical routes.

8.1.2 Avoidance

A circuit(s) must be provided on a route which avoids specified geographical locations.

8.1.3 Diversity and Avoidance Combined

8.1.4 Cable-Only Facilities

Certain Voice Grade services are provided on Cable-Only Facilities to meet the particular needs of a Customer.

Service is provided subject to the availability of Cable-Only facilities. In the event of service failure, restoration will be made through the use of any available facilities as selected by the Company.

Avoidance and Diversity are available on Switched Access Service as set forth in Section 5 preceding. Cable-Only Facilities are available for Switched Access Service as set forth in Section 5 preceding.

In order to avoid the compromise of special routing information, the Company will provide the required routing information for each specially routed service to only the ordering Customer. If requested by the Customer, this information will be provided when service is installed and prior to any subsequent changes in routing.

The rates and charges for Special Facilities Routing of Access Services are developed on an individual case basis.

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9. Specialized Service or Arrangements

9.1 General

Specialized Service or Arrangements may be provided by the Company, at the request of a Customer, on an individual case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this tariff.
- The Facilities utilized to provide the requested service or arrangement are of a type normally used by the Company in furnishing its other services.
- The requested service or arrangements are provided within a LATA.
- The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Company personnel and capital resources.

Rates and charges and additional regulations if applicable, for Specialized Service or Arrangements are provided on an individual case basis.

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SECTION 10 -- Additional Engineering, Additional Labor and Miscellaneous Services

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10. Additional Engineering, Additional Labor and Miscellaneous Services

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00p.m.) for the application if rates based on working hours.

A Miscellaneous Service Order charge as described in Section 4.4.2 preceding may be applicable to services ordered from this section.

10.1 Additional Engineering

Additional Engineering, including engineering reviews as set forth in Section 4.4.3 preceding, will be undertaken only after the Company has notified the Customer that additional engineering charges apply as set forth in the Company's rate schedule, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

10.1.1 A Customer requests additional technical information after the Company has already provided the technical information normally included in the Design Layout Report (DLR) as set forth in Section 5.1.5 preceding.

10.1.2 Additional engineering time is incurred by the Company engineer at the Customer's request for a customized service.

10.1.3 A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review as set forth in Section 4.4.3 preceding. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required; will apply whether or not the Customer authorized the Company to proceed with the Design Change. In this case the Design Change charge, as set forth in the company's rate schedule, does not apply unless the Customer authorizes the Company to proceed with the Design Change.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.2 Additional Labor

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in Sections 13.2.1 through 13.2.5 following. The Company will notify the Customer that additional labor charges as set forth in the Company's rate schedule will apply before any additional labor is undertaken. When provisioning or restoring Telecommunications Service priority services, the Company will, when possible, notify the Customer of the applicability of these additional Labor charges.

10.2.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

10.2.2 Overtime Repair

Overtime repair is that Company effort performed outside of normally scheduled working hours.

10.2.3 Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

10.2.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other Companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

10.2.5 Other Labor

Other labor is that additional labor not included in Sections 10.2.1 through 10.2.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section in this tariff.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services

10.3.1 Testing Services

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in the Company's rate schedule. Other testing services, as described in Section 6.2.4 preceding, are provided by the Company in association with Access Services and are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations. However, provisions are made in (B) (2) following for a Customer to request Company personnel to perform testing services at the Customer designated premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A) and (B) following.

A. Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, i.e., Acceptance Tests, (b) tests which are performed after Customer acceptance of such access services and which are without charge i.e., routing testing and (c) additional tests which are performed during or after Customer acceptance of such access services and for which additional charges apply, i.e., Additional cooperative Acceptance Tests and in-service tests.

Routine tests are those tests performed by the Company on a regular basis, as set forth in Section 5.2.4 preceding which are required to maintain Switched Access Service. Additional in-service test may be done on an automatic basis (no Company or Customer technicians involved), on a manual basis [Company technician(s) involved at Company office(s) and Company or Customer technician(s) involved at the Customer designated premises].

Testing services are ordered to the end office for FGD. Testing Services for Directory Assistance Service not routed through an access tandem is ordered to a Directory Assistance Location for each NPA.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services (cont'd)

10.3.1 Testing Services (cont'd)

A. Switched Access Service (cont'd)

1. Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing of Switched Access Service involves the Company provision of a technician at its office(s) and the Customer provision of a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Inter-modulation (Nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

2. Additional Automatic Testing

Additional Automatic Testing (AAT) of Switched Access, is a service where the Customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. The Customer may order, at additional charges, gain-slope and C-notched noise testing and may order the routine tests (1004 Hz loss, C-Message Noise and Balance) on an as-needed or more than routine schedule.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services (cont'd)

10.3.1 Testing Services (cont'd)

A. Switched Access Service (cont'd)

2. Additional Automatic Testing (cont'd)

The Company will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

The Additional Tests, (i.e., gain slope, C-Notched noise, 1004 Hz loss, C-message noise and balance) may be ordered by the Customer at additional charges, 60 days prior to the start of the Customer prescribed schedule. The rates for Additional Automatic Tests are as set forth in the Company's rate schedule.

3. Additional Manual Testing

Services (Feature Groups D and Directory Access Service not routed through an access tandem), is a service where the Company provides a technician at its office(s) and the Company or Customer provides a technician at the Customer designated premises, with suitable test equipment to perform the required tests. Such additional tests will normally consist of gain-slope and C-notched noise testing. However, the Company will conduct any additional tests which the IC may request.

The Company will provide an AMT report listing the test results for each trunk tested. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on a per occurrence basis.

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10.3 Miscellaneous Services (cont'd)

10.3.1 Testing Services (cont'd)

A. Switched Access Service (cont'd)

3. Additional Manual Testing (cont'd)

The Additional Manual Tests may be ordered by the Customer at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the Customer and the Company.

The rates for Additional Manual Testing are as set forth in the Company's rate schedule.

4. Obligations of the Customer

A. The Customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support routine testing as set forth in 5.2.4(b) preceding or AAT as set forth in 10.3.1(A)(2) preceding.

B. The Customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

B. Special Access Service

The Company will provide assistance in performing specific tests requested by the Customer.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services (cont'd)

10.3.1 Testing Services (cont'd)

B. Special Access Service (cont'd)

1. Additional Cooperative Acceptance Testing

When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services.

At the Customer's request, the Company will provide a technician at the Customer's premises or at the end user premises. These test may, for example, consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Inter-modulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

2. Additional Manual Testing

The Company will provide a technician at its premises, and the Company or Customer will provide a technician at the Customer's designated premises with suitable test equipment to perform the requested tests.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services (cont'd)

10.3.1 Testing Services (cont'd)

B. Special Access Service (cont'd)

3. Obligation of the Customer

When the Customer subscribes to Testing Service as set forth in this section, the Customer shall make the facilities to be tested available to the Company at a time mutually agreed upon.

10.3.2 Maintenance of Service

A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance Service charge as set forth in the Company's rate schedule for the period of time from when Company personnel are dispatched, at the request of the Customer, to the Customer designated premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in not charge if the trouble is actually in those facilities but not discovered at the time.

B. The Customer shall be responsible for payment of a Maintenance Service charge when the Company dispatches personnel to the Customer designated premises, and the trouble is in equipment or communications systems provided by other than the Company.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.3 Miscellaneous Services (cont'd)

10.3.3 Telecommunications Service Priority – TSP

- A. Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1).

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunication services. These include both Switched and Special Access Services. The TSP system applies only to NSEP telecommunications services, and requires and authorizes priority action by the Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Company can discreetly identify for priority provisioning and/or restoration.

- B. A Telecommunications Service Priority charge applies as set forth in the Company's rate schedule when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

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10.3 Miscellaneous Services (cont'd)

10.3.3 Telecommunications Service Priority – TSP (cont'd)

B. (cont'd)

Additionally, a Miscellaneous Service Order Charge as set forth in the Company's rate schedule will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the association of the associated access service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

In additional, Additional Labor rates as set forth in the Company's rate schedule may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the Customer requests an audit or a reconciliation of the Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge and Additional Labor rates as set forth in the Company's rate schedule are applicable.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.4 Pre-subscription

Pursuant to the Federal Communications Commission's Memorandum Opinion and Order, CC Docket No. 83-1145, Phase I, adopted May 31, 1985, and released June 12, 1985, the Allocation Plan, outlined in the Appendix B of this Order, will be available for inspection in the Public Reference Room of the Tariff Division at the Federal Communications Commission's Washington D.C. location or may be obtained from the Commission's commercial contractor.

10.4.1 InterLATA Pre-subscription

- A. InterLATA pre-subscription is the process by which end user Customers may select and designate to the Company an IC to access, without an access code, for interLATA calls. This IC is referred to as the end user's pre-designated Primary Interexchange Carrier (PIC).
- B. New end users who are served by end offices equipped with Feature Group D will be asked to pre-subscribe to an IC for interLATA service at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.
 - Designate a PIC for all of its lines
 - Designate a different PIC for each of its lines
- C. Only one IC may be selected for each individual line, or lines terminating in the same hunt group. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of a pre-designated PIC, for any change in selection, a nonrecurring charge applies, as set forth in the Company's rate schedule.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.4 Pre-subscription (cont'd)

10.4.1 InterLATA Pre-subscription (cont'd)

- D. If the new end user fails to designate an IC as its pre-designate PIC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the end user to an IC based upon current IC pre-subscription ratios, (2) require the end user to dial an access code (10XXX) for all interLATA calls, or (3) block the end user from interLATA calling. The end user will be notified which option will be applied if they fail to pre-subscribe to an IC. An allocated or blocked end-user may designate another, or initial, IC as its pre-designated interLATA PIC one time at no charge, if it is required within six months after the installation of Telephone Exchange Service.
- E. For any change in selection after 6 months from the installation of Telephone Exchange Service, a nonrecurring charge, as set forth in the Company's rate schedule applies.
- F. In the event that two or more IC's have provided to the Company notifications with the same authorization date(s), and one IC notification has already been processed by the Company, those IC notifications not yet processed would be returned to the IC.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.4 Pre-subscription (cont'd)

10.4.2 IntraLATA Pre-Subscription

- A. IntraLATA Pre-subscription is the process by which end user Customers may select and designate to the Company an IC to access, without an access code, for IntraLATA calls. This IC is referred to as the end user's primary inter-exchange carrier (PIC).
- B. IntraLATA Pre-subscription (ILP) allows an end user to select and designate a primary carrier for IntraLATA toll calls. The carrier may be the same carrier chosen to carry the user's inter-exchange toll calls or the end user may select a different carrier for each service. Inter-exchange Carriers participating in ILP must provide service to any Customer requesting it.
- C. End users may notify the Company directly of their choice of Inter-Exchange Carrier (IC) for IntraLATA calls, or by the IC acting as the agent for the end user in selecting a primary carrier for IntraLATA calls. The notification from the IC must be in writing. Unless the Company is notified by an end user or an IC acting as an agent for the end user, designating the IC for its IntraLATA toll service, the DCP Carrier will be the default carrier for IntraLATA toll calls.
- D. New end users, who will be service by end offices equipped with equal access, will be asked to select a primary carrier for interLATA calls at the time they place an order with the Company for Telephone Exchange service. There will be no ILP charge for this initial selection. Any requests to change the existing end user's PIC for IntraLATA toll calls, initiated by the end user or agents, will incur an ILP charge as set forth in the Company's rate schedule.

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10. Additional Engineering, Additional Labor and Miscellaneous Services (cont'd)

10.4 Pre-subscription (cont'd)

10.4.2 IntraLATA Pre-Subscription (cont'd)

- E. Unauthorized Primary Carrier Change is defined as a PIC change order by the IC that the Pay Telephone Agent or Subscriber to the Business or Residence service denies authorizing, and for which the IC is unable to verify conformity with the FCC's CC Docket no. 91-64, Policies and Rules Concerning Charging Long Distance Carriers, 7 FCC 1038 (1992), reconsidered, 8 FCC 3215 (1993) regarding pre-subscription verification.

The IC initiating the unauthorized primary carrier change will be assessed an unauthorized primary carrier change charge as set forth in the Company's rate schedule. The Company must include the Commission's name address and HELPLINE number in communications to the Customer in the event of a complaint.

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11. Access Service Interfaces and Transmission Specifications

11.1 Switched Access Service

Ten Interface Groups are provided for terminating the Local Transport at the Customer's designated premises. Each Interface Group provides a specified premises interface (e.g., two-wire, four-wire, DSI, etc.). Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may, at the option of the Customer, be provided with optional features as set forth in Section 11.1.1 following.

As a result of the Customer's access order and the type of Company transport facilities serving the Customer designated premises, the need for signaling conversions or two-wire to four-wire conversions, or the need to terminate digital or high frequency facilities in channel bank equipment may require that Company equipment be placed at the Customer designated premises. For example, if a voice frequency interface is ordered by the Customer and the Company facilities serving the Customer designated premises are digital, then Company channel bank equipment must be placed at the Customer designated premises in order to provide the voice frequency interface ordered by the Customer.

11.1.1 Local Transport Interface Groups

Interface Groups are combinations of technical parameters which describe the Company handoff at the point of termination at the Customer designated premises. The technical specifications concerning the available interface groups are set forth in (A) through (D) following.

Interface Group 1 is provided with Type C Transmission Specifications, as set forth in 11.1.1.A following, and Interface Groups 2 through 10 are provided with Type A or B Transmission Specifications, as set forth respectively in Sections 11.1.1.F following, depending on the Feature Group and whether the Access Service is routed directly or through an access tandem. All Interface Groups are provided with Data Transmission Parameters.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

Only certain premises interfaces are available at the Customer designated premises. The premises interfaces associated with the Interface Groups may vary among Feature Groups.

A. Interface Group 1

Interface Group 1, except as set forth in the following, provides two-wire voice frequency transmission at the point of termination at the Customer designated premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Interface Group 1 is not provided in association with FGC and FGD when the first point of switching is an access tandem. In addition, Interface Group 1 is not provided in association with FGC, FGC or FGC when the first point of switching provides only four-wire terminations.

The transmission path between the point of termination at the Customer designated premises and the first point of switching may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

The interface is provided with loop supervisory signaling. When the interface is associated with FGA, such signaling will be loop start or ground start signaling. When the interface is associated with FGC, FGC or FGC, such signaling, except for two-way calling which is E&M signaling, will be reverse battery signaling.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

B. Interface Group 2

Interface Group 2 provides four-wire voice frequency transmission at the point of termination at the Customer designated premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The transmission path between the point of termination at the Customer designated premises and the first point of switching may be comprised of any form or configuration of plant capable and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The interface is provided with loop supervisory signaling. When the interface is associated with FGA, such signaling will be loop start or ground start signaling. When the interface is associated with FGC, FGC or FGC, such signaling, except for two-way calling which is E&M signaling, will be reverse battery signaling.

C. Interface Groups 3 through 5

Interface Groups 3 through 5 provide analog transmission at the point of termination at the Customer designated premises. The various interfaces are capable of transmitting electrical signals at the frequencies illustrated following, with the capability to channelize voice frequency transmission paths. Certain frequencies within the bandwidth of the Interface Groups are reserved for Company use, e.g., pilot and carrier group alarm tones. Before the first point of switching, the Company will provide multiplex equipment to derive the transmission paths of frequency bandwidth of approximately 300 to 3000 Hz.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

C. Interface Groups 3 through 5 (cont'd)

The interfaces are provided with individual transmission path SF supervisory signaling.

Interface Group Identification Number	Transmission Frequency Bandwidth	Analog Hierarchy Level	Maximum No. of Channelized Voice Freq. Trans. Paths
3	60 – 108 kHz	Group	12
4	312 – 552 kHz	Supergroup	60
5	564 – 3084 kHz	Mastergroup	600

D. Interface Groups 6 through 9

Interface Groups 6 through 10 provide digital transmission at the point of termination at the Customer designation premises. The various interfaces are capable of transmitting electrical signals at the nominal bit rates illustrated following, with the capability to channelize voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Company will provide multiplex and channel bank equipment to derive transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Company will provide, at the first point of switching, a DSI signal(s) in D3/D4 format.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

D. Interface Groups 6 through 10 (cont'd)

The interfaces are provided with individual transmission path bit stream supervisory signaling.

Interface Group Identification Number	Normal Bit Rate (Mbps)	Digital Hierarchy Level	Maximum No. of Channelized Voice Freq. Trans. Paths
6	1.544	DS1	24
9	44.736	DS3	672

E. Local Transport Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following features in association with Local Transport. An Access Order Charge as specified in the company's rate schedule is applicable on a per order basis when non-chargeable optional features are added subsequent to the installation of service.

1. Customer Specified Entry Switch Receive Level

Customer Specified Entry Switch Receive Level allows the Customer to specify the receive transmission level at the first point of switching. The range of transmission levels which may be specified is described in Technical Reference TR-NPL-000334.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

E. Local Transport Optional Features (cont'd)

2. Customer Specification of Local Transport Termination

Customer Specification of Local Transport Termination allows the Customer to specify, for Feature Group B routed directly to an end office or access tandem, a four-wire termination of the Local Transport at the first point of switching in lieu of a Company selected two-wire termination. This option is available only when the Feature Group B arrangement is provided with Type B Transmission Specifications.

3. Supervisory Signaling

Supervisory Signaling allows the Customer to order an optional supervisory signaling arrangement for each transmission path provided where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability.

The Interface Groups, as described in (A) through (D) preceding, represent industry standard arrangements. Where transmission parameters permits, the Customer may select the following optional signaling arrangements in place of the signaling arrangements usually associated with the Interface Groups.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

E. Local Transport Optional Features (cont'd)

4. For Interface Groups 1 and 2 associated with FGB, FGC or FGD

DX Supervisory Signaling

E&M Type I Supervisory Signaling,

E&M Type II Supervisory Signaling

E&M Type III Supervisory Signaling

5. For Interface Group 2 associated with FGC, FGC or FGD and in addition to the preceding.

6. SF Supervisory Signaling, or Tandem Supervisory Signaling

7. For Interface Groups 3 through 5

Optional Supervisory Signaling Not Available

8. For Interface Groups 6 through 10

These Interface Groups may, at the option of the Customer, be provided with individual transmission path SF supervisory signaling where such signaling is available in Company central offices. Generally such signaling is available only where the first point of switching provides an analog (i.e., non-digital) interface to the transport termination.

Additionally, in (F) following, there is a matrix of available Premises Interface Codes as a function of Interface Group, Company Switch Supervisory Signaling and Feature Group.

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11. Access Service Interfaces and Transmission Specifications (cont'd)

11.1 Switched Access Service (cont'd)

11.1.1 Local Transport Interface Group (cont'd)

F. Available Premises Interface Codes

A matrix showing premises interface codes which are available for each Interface Group is contained in Section 15 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5. Their availability is a function of the Company switch supervisory signaling and Feature Group.

11.1.2 Standard Transmission Specifications

Descriptions of the Transmission specifications available with each Feature Group as a function of the Interface Group selected by the Customer, are set forth in Section 15 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5.

11.1.3 Data Transmission Parameters

Two type of Data Transmission Parameters, i.e., Type DA and Type DB are provided for the Feature Group arrangements. Type DB is provide with Feature Groups A,B and C and also with Feature Group D when Feature Group D is directly routed to the end office. Type DA is only provided with Feature Group D and only when routed via an access tandem. Descriptions of each are contained in Section 15 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5.

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SECTION 12 -- Special Construction

12.1 General	181
12.2 Regulations	182

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12. Special Construction

12.1 General

This section contains regulations, rates, charges and liabilities applicable for the special construction of intrastate facilities which are used to provide intrastate services offered under this tariff.

When special construction of facilities is required, the provisions of this section apply in addition to all regulations, rates and charges set forth in other sections of this tariff.

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12. Special Construction (cont'd)

12.2 Regulations

12.2.1 Ownership of Facilities

The Company providing specially constructed facilities under the provisions of this tariff retains ownership of all facilities.

12.2.2 Interval to Provide Facilities

Based on available information and the type of service ordered, the Company will establish a completion date for the specially constructed facilities. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the Customer will be notified.

12.2.3 Special Construction Involving Both Interstate and Intrastate Facilities

When special construction involves facilities to be used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with this section. Charges for the portion of the construction used to provide interstate service shall be in accordance with the company's interstate access tariff.

12.2.4 Payments for Special Construction

A. Payment of Charges

All bills associated with special construction charges are due in accordance with the appropriate regulations in this tariff.

B. Start/End of Billing

Billing of recurring charges for specially constructed facilities starts on the day after the facilities are made available for use. Billing accrues through and includes the day that the specially constructed facilities are discontinued.

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12. Special Construction (cont'd)

12.2 Regulations

12.2.5 Liabilities and Charges for Special Construction

A. General

This section describes the various charges and liabilities that may apply when the Company provides special construction of facilities in accordance with an order for service. Written approval of all liabilities and charges must be provided to the Company prior to the start of construction.

B. Conditions Requiring Special Construction

Special construction is required when 1) facilities are not available to meet an order for service, and 2) the Company constructs facilities and 3) one or more of the following conditions exist:

- The Company has no other requirement for the facilities requested.
- It is requested that service be furnished using a type of facility or via a route, other than that which the Company would normally utilize in furnishing the requested service.
- More facilities are requested than would normally be required to satisfy an order.
- It is requested that construction be expedited, resulting in added cost to the Company.

C. Development of Liabilities and Charges

Special construction charges and liabilities will be developed based on estimated costs, except when actual costs are requested in writing prior to the start of special construction.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges

Depending on the specifics associated with each individual case, one or more of the following special construction charges and/or liabilities may be applicable:

1. Non-recurring Charge

A non-recurring charge always applies and includes one or more of the following components:

a. Case Preparation Charge

A non-recurring charge always includes a case preparation charge component to cover the administrative expenses associated with preparing a special construction case.

b. Expediting Charge

A non-recurring charge may include an expediting charge when it is requested that special construction be completed on an expedited basis. The charge equals the difference in estimated costs between expedited and non-expedited construction.

c. Optional Payment Charge

An optional payment charge may be included in the non-recurring charge in association with a type of facility or route other than that which the Company would normally use in furnishing the requested service if lower recurring monthly charges are desired for the specially constructed facilities. This charge is equal to the excess installed cost or the total non-recoverable cost, whichever is less. This election must be made in writing before special construction starts. If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges (cont'd)

1. Non-recurring Charge (cont'd)

d. Replacement Charge

If any portion of specially constructed facilities for which an optional payment charge has been paid requires replacement involving capital investment, a replacement involving capital investment, a replacement charge will apply. This charge will be in the same ratio to the total replacement cost as the initial optional payment charge was to the installed cost of the original specially constructed facilities.

If any portion of the facilities subject to the replacement charge fails, service will not be restored until notification is provided in writing that replacement is required and such replacement is ordered.

e. Rearrangement Charge

If the Company is requested to rearrange existing specially constructed facilities, a non-recurring charge equal to the cost of any construction will apply.

f. Special Construction of Facilities for Use for less than One Month

When the Company is requested to construct facilities to provide service for less than one month, a non-recurring charge only applies.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

16.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges (cont'd)

1. Non-recurring Charge (cont'd)

f. Special Construction of Facilities for Use for less than One Month (cont'd)

In addition to the case preparation charge component, this non-recurring charge recovers all elements of cost, including engineering, shipping of equipment, equipment installation, line-up, equipment leasing, space rental, equipment removal, and any other costs associated with the construction of the facilities.

2. Maximum Termination Liability and Termination Charge

A Maximum Termination Liability is equal to the non-recoverable costs associated with specially constructed facilities and is the maximum amount which could be applied as a Termination Charge if all specially constructed facilities were discontinued before the Maximum Termination Liability expires.

The liability period is equal to the average life of the account associated with the specially constructed facilities. The liability period is generally expressed in terms of an effective and expiration date.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges (cont'd)

2. Maximum Termination Liability and Termination Charge (cont'd)

A Termination Charge may apply when all services using specially constructed facilities which have a Maximum Termination Liability are discontinued prior to the expiration of the liability period. The charge reflects the unamortized portion of the non-recoverable costs at the time of termination, adjusted for net salvage and possible reuse.

Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. A Termination Charge may never exceed the Maximum Termination Liability.

3. Annual Underutilization Liability and Underutilization Charges

Prior to the start of special construction, the Company and the Customer will agree on (1) the quantity of facilities to be provided, and (2) the length of the planning period during which the Customer expects to place the facilities in service. The planning period is hereinafter referred to as the Initial Liability Period (ILP).

Underutilization occurs only if, at the expiration date of the ILP and annually thereafter, less than 70 percent of the specially constructed facilities (C) are in service.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges (cont'd)

3. Annual Underutilization Liability and Underutilization Charges (cont'd)

Upon the expiration of the ILP, the number of underutilized facilities, if any, are multiplied by the annual underutilization liability amount. This product is then multiplied by the number of years (including any fraction thereof) in the ILP to determine the underutilization charge.

Annually thereafter, the number of underutilized facilities, if any, existing on the anniversary of the ILP expiration date will be multiplied by the annual underutilization liability amount to determine the underutilization charge for the preceding 12 month period.

4. Recurring Monthly Charges

a. Charge for Route or Type other than Normal

When special construction is requested using a route or type of facility other than that which the Company would normally use, a recurring monthly charge, in addition to the monthly rates for service, is applicable. The charge is equal to the difference between the recurring costs of the specially constructed facilities and the recurring costs of the facilities the Company would have normally used.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.5 Liabilities and Charges for Special Construction (cont'd)

D. Types of Liabilities and Charges (cont'd)

4. Recurring Monthly Charges (cont'd)

a. Charge for Route or Type other than Normal (cont'd)

1. When an Optional Payment Charge as set forth in Section 12.2.5.D.1.c preceding has been elected, the recurring monthly charge will be reduced to include specially constructed facility operating expenses only.
2. If the actual cost option as set forth in Section 12.2.5.C preceding has been elected, the recurring charge will be adjusted to reflect the actual cost of the new construction when the costs have been determined. This adjusted recurring charge is applicable from the start of service.

5. Lease Charge

This charge applies when the Company leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to the Company caused by the lease.

6. Cancellation Charge

If a service order with which special construction is associated is canceled prior to the start of service, a cancellation charge will apply. The charge will include all non-recoverable costs incurred by the Company in association with the special construction up to and including the time of cancellation.

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12. Special Construction (cont'd)

12.2 Regulation (cont'd)

12.2.6 Deferral of Start of Service

The Company may be requested to defer the start of service which will use specially constructed facilities subject to the provisions set forth in this tariff. Requests for special construction deferral must be in writing and are subject to the following regulations:

A. Construction Has Begun

If the construction of facilities has begun before the Company receives for deferral, charges will vary as follows:

1. All Services Are Deferred

When all services, which will use specially constructed facilities, are deferred, a charge based on the costs incurred by the Company during each month of the deferral will apply. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The cost of any components of the non-recurring charge which have been completed at the time of deferral will also apply.

2. Some Services are Deferred

When some services which will use the specially constructed facilities are deferred, the construction case will be completed and all special construction charges will apply.

B. Construction Complete

If the construction of facilities has been completed before the Company receives a request for deferral, all special construction charges will apply.

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13. Definitions

Certain terms used herein are defined as follows:

Access Code

The term “Assess Code” denotes a uniform five or seven digit access code assigned by the Company to an individual Customer. The five digit access code has the form 10XXXX, and the seven digit code has the form 950-1XXX or 950-0XXX.

Access Minutes

For the purpose of calculating chargeable usage, the term “Access Minutes” denotes Customer usage of exchange facilities in the provision of intrastate or foreign service. On the originating end of an intrastate or foreign call, usage is measured from the time the originating end user’s call is delivered by the Company to, and acknowledged as received by, the Customer’s facilities connected with the originating exchange. On the terminating end of an intrastate or foreign call, usage is measured from the time the calls are received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term “Access Tandem” denotes a Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a Customer designated premises.

Answer/Disconnect Supervision

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

Attenuation Distortion

The term “Attenuation Distortion” denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

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13. Definitions (cont'd)

Balance (100 Type) Test Line

The term “Balance (100 Type) Test Line” denotes an arrangement in an end office which provides for balance and noise testing.

Bit

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

Business Day

The term “Business Day” denotes the time of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier’s name listed below.

Busy Hour Minutes of Capacity (BHMC)

The term “Busy Hour Minutes of Capacity (BHMC)” denotes the Customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the Customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

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Call

The term "Call" denotes a Customer attempt for which complete address information (e.g., 0-, 911, or 7 or 10 digits) is provided to the serving dial tone office. Such term is used interchangeably with the term "traffic"; each call is "traffic"; and all "traffic" consists of one or more calls.

CCS

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

Central Office

See "End Office".

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven-digit telephone number assigned to a Customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

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

Channel Service Unit

The term "Channel Service Unit" denotes equipment that performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

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13. Definitions (cont'd)

Channelize

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

C-Message Noise

The term “C-Message Noise” denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term “C-Notched Noise” denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station - See Pay Telephone

Common Line

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

Communications System

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

Company (also Carrier)

The term “Company” shall mean FirstLight Fiber, Inc. the issuer of this Tariff, also referred to as the Carrier.

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13. Definitions (cont'd)

Customer(s)

The person, firm, corporation or other entity which orders (directly or constructively) or subscribes to the services offered under this tariff, including both Primary and/or Inter-exchange Carriers (IC's) and end Users. Service can be ordered directly or constructively. The Customer is liable for all charges set forth in this tariff. The term Customer applies to any entity which directly or indirectly, receives traffic from, or delivers traffic to, the Company, regardless of whether such entity is a telecommunications carrier, provider of telecommunications services, telecommunications services provider, interexchange carrier, local exchange carrier, wireless provider, or mobile service carrier or provider.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the Customer for the provision of Access Service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ration of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

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13. Definitions (cont'd)

Detail Billing

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

Directory Assistance (Interstate)

The term “Directory Assistance (Interstate)” denotes the provision of telephone numbers by a Company operator when the operator location is accessed by a Customer dialing NPA + 555 – 1212 or 555 – 1212.

Directory Assistance Location (Intrastate)

The term “Directory Assistance Location (Intrastate)” denotes a Company office where Company equipment first receives the Directory Assistance call from the Customer’s end user and selects the first operator position to respond to the Directory Assistance call.

Echo Control

The term “Echo Control” denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term “Echo Path Loss” denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term “Echo Return Loss” denotes a frequency weighted measure of return loss over the middle of the voice band (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term “Effective 2-Wire” denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to ensure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

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13. Definitions (cont'd)

Effective 4-Wire

The term “Effective 4-Wire” denotes a condition that permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the Customer’s premises. However, when terminated 2-wire, simultaneously independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

End Office

The term “End Office” denotes a local Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center. End User.

The term End User denotes an entity which purchases exchange service or the ability to receive calls from, or terminate calls on, the national switched telephone network, provided through any technology, from the Company, the Company’s Customer, or a local exchange carrier, wireless carrier, or VOIP provider. An End User is the originator of outbound calls or ultimate recipient of inbound calls. An end user does not make telecommunications service available to others, directly or indirectly. End User includes (but is not limited to) a provider of platform services, voice mail, enhanced services, or information services to its own Customers.

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13. Definitions (cont'd)

End User

The term “End User” means any entity, other than a Telecommunications Carrier, which delivers traffic to or accepts traffic from, subscribes to, or constructively orders any service from, Company or a Customer, or utilizes any form of service provided by Company or a Customer. Said term shall also include any entity which delivers any form of call or traffic to a Customer for delivery, directly or indirectly through a Meet Point Billing Arrangement with a tandem service provider, to the Company for termination by the Company to an end user of the Company. For purposes of this tariff, an end user of the Company is an entity which subscribes to any of the Company’s services but is not a Telecommunications Carrier, and includes (but is not limited to) a provider of platform services, voice mail, enhanced services, or information services to its own Customers.

Enhanced Service

The term “Enhanced Service”, as defined in Part 64 of the F.C.C.’s Rules and Regulations, are services “...offered over common carrier transmission facilities used in intrastate communications, which employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the subscriber’s transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information.”

Entry Switch - See First Point of Switching

Envelope Delay Distortion

The term “Envelope Delay Distortion” denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term “Equal Level Echo Path Loss” (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL – TLP (send) + TLP (receive)].

Exchange

The term “Exchange” denotes a unit generally smaller than a local access and transport area, established by the Company for the administration of communications service in a specified.

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13. Definitions (cont'd)

Expected Measured Loss

The term “Expected Measured Loss” denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

First Point of Switching

The term “First Point of Switching” denotes the first Company or centralized equal access provider location at which switching occurs on the terminating path of a call proceeding from the Customer designated premises to the terminating end office and, at the same time, the last Company or centralized equal access provider location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer designated premises.

Frequency Shift

The term “Frequency Shift” denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term “Grandfathered” denotes Terminal Equipment, Multi-Line Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provision of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.’s Rules and Regulations.

Host Central Office

The term “Host Central Office” denotes an electronic local Company End office where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Module/Systems.

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13. Definitions (cont'd)

Immediately Available Funds

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

Impedance Balance

The term “Impedance Balance” denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term “Impulse Noise” denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

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

Inserted Connection Loss

The term “Inserted Connection Loss” denotes the 1004 Hz power difference (in DB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms “Interexchange Carrier (IC)” or “Interexchange Common Carrier” denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication through any medium using any technology, between two or more exchanges. A local exchange carrier may also be an Interexchange Carrier subject to this tariff.

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13. Definitions (cont'd)

Inter-LATA Communications

The term Inter-LATA Communications means communications which originate and terminate in different LATAs. Inter-LATA Communications are InterLATA Traffic, and are toll traffic subject to access charges under this tariff.

Intermodulation Distortion

The term “Intermodulation Distortion” denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term “Interstate Communications” denotes both intrastate and foreign communications.

Intra-LATA Toll Traffic and Intra-LATA Toll Calls

All traffic of any type, and any calls, between end users of different entities, wherever originated, where the originating and terminating points of the call or traffic are within the same LATA, but not within the same Rate Center. For purposes of this definition, the term “Rate Center” shall mean the Rate Centers established by Verizon New York and applicable to its local exchange and retail toll services. Any call and any traffic which, if carried by Verizon New York between its own end users, would be deemed an Intra-LATA Toll call, will be deemed an Intra-LATA Toll call under this tariff. Calls originated by end users of Competitive Local Exchange Carriers (CLECs) and delivered to the Company, either directly or indirectly through a Meet Point Billing Arrangement with a tandem service provider, for termination by the Company to an end user of the Company not located in the same Rate Center as the originating caller, are Intra-LATA Toll calls subject to access charges under this tariff. Such traffic and calls are not subject to Reciprocal Compensation, but are instead subject to access charges under this tariff.

IntraLATA Communications or IntraLATA Traffic

The term IntraLATA Communications means communications which originate and terminate within the same LATA. IntraLATA Communications are IntraLATA Traffic.

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13. Definitions (cont'd)

IntraLATA Toll Traffic

Toll traffic completed within the same LATA. Except as provided in Section 1, §1.4, IntraLATA Toll Traffic is subject to access charges under this Tariff.

Intrastate Communications

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

Legal Holiday

The term “Legal Holiday” denotes days other than Saturday or Sunday for which the Company is normally closed. These include New Year’s Day, Independence Day, Thanksgiving Day, Christmas Day, and a day when Washington’s Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Company is closed.

Line Side Connection

The term “Line Side Connection” denotes a connection of a transmission path to the local exchange access line (line) side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term “Local Access and Transport Area” denotes a geographic area established for the provision and administration of communications service within NYS (i.e. New York Metro, Poughkeepsie, Albany, Syracuse, Rochester, Binghamton, and Buffalo). It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Loss Deviation

The term “Loss Deviation” denotes the variation of the actual loss from the designed value.

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13. Definitions (cont'd)

Major Fraction Thereof

The term “Major Fraction Thereof” denotes any period of time in excess of ½ of the state amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the Customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Message

The term “Message” denotes a “call” as defined preceding.

Milliwatt (102 Type) Test Line

The term “Milliwatt (102 Type) Test Line” denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the Customer’s premises from the Company end office.

Mobile Telephone Switching Office (MTSO)

The term “Mobile Telephone Switching Office (MTSO)” denotes a Cellular Mobile Carrier (CMC) switching system that is used to terminate mobile stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

Network Control Signaling

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

Non-Synchronous Test Line

The term “Non-Synchronous Test Line” denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

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13. Definitions (cont'd)

North American Numbering Plan

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

Off-Hook

The term “Off-Hook” denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-Hook

The term “On-Hook” denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term “Open Circuit Test Line” denotes an arrangement in an end office which provides an AC open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The term “Originating Direction” denotes the use of access service for the origination of calls from an End User Premises to a Primary IC Premises.

Pay Telephone

The term “Pay Telephone” denotes a location where Company equipment is provided in a public or semi-public place where Company Customers can originate telephonic communications and pay the applicable charges by (1) inserting coins in the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Phase Jitter

The term “Phase Jitter” denotes the unwanted phase variations of a signal.

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13. Definitions (cont'd)

Point of Termination

The term “Point of Termination” denotes the point of demarcation within a Customer-designated premise at which the Company’s responsibility for the provision of Access Service ends.

Premises

The term “Premises” denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Rate Center

The Term “Rate Center” means the boundaries of the rate centers established by Verizon New York, and any call made by or to a Company end user, which if carried by Verizon New York, would be deemed a toll call, will be deemed a toll call under this Tariff.

Remote Switching Modules/Systems

The term “Remote Switching Modules/Systems” denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks to an IC.

Return Loss

The term “Return Loss” denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term “Registered Equipment” denotes the Customer’s premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.’s Rules and Regulations.

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Service Access Code

The term "Service Access Code" denotes a 3-digit code in the NPA format which is used as the first three digits of a 10-digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800 and 900 codes.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center form which the Customer designated premises would normally obtain dial tone from the Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the Customer to select balance, milliwatt and synchronous test lines by manually dialing a seven-digit number of the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment etc., necessary to provide the Access Service requested by the Customer.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an AC short circuit termination of a trunk or lines by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

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13. Definitions (cont'd)

Singing Return Loss

The term “Singing Return Loss” denotes the frequency weighted measure of return loss at the edges of the voice band (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most like to occur.

Special Order

The term “Special Order” denotes an order for a Directory Assistance Service.

Subtending End Office of an Access Tandem

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

Synchronous Test Line

The term “Synchronous Test Line” denotes an arrangement in an end office which performs marginal operational tests of supervisor and ring-tripping functions.

Terminating Direction

The term “Terminating Direction” denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Toll Traffic and Toll Calls

Toll Traffic and Toll Calls means (a) traffic and calls to a station outside an end user subscriber’s Rate Center or (b) calls or traffic carried at any time in a call transmission path by an Interexchange Carrier, regardless of the points of origination and termination. A toll call originated by a Company end user, or received by the Company for termination to its end user, will result in the Company providing switched access service to the Customer under this tariff, for which payment is due from such Customer to the Company.

Toll VOIP-PSTN Traffic

The term “Toll VOIP-PSTN Traffic” denotes a Customer’s interexchange voice traffic exchanged with the Company in Time Division Multiplexing (TDM) 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. The term includes nomadic and fixed VOIP traffic

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13. Definitions (cont'd)

Traffic

The term traffic means any electronic or light pulse transmissions, signals, messages, calls, or data, in any form and using any medium and any technology (including but not limited to TDM and IP Protocol) including but not limited to electromagnetic, radio wave, or fiber optic transmission, containing information services or telecommunications services, or any other form of content or intelligence, delivered directly or indirectly by Company to a third party, or delivered directly or indirectly by any entity to Company, for termination by Company to its end user. Without limitation, such term includes all telecommunications traffic; telecommunications provider traffic; provider of telecommunications services traffic; traffic to the Internet; wireless traffic; and Mobile Service Carrier or provider traffic. Traffic shall have the same meaning under this tariff as the term Communications. "Traffic" is used interchangeably with the term "Call"; traffic consists of one or more calls; each call is traffic.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

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

Trunk

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

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13. Definitions

(cont'd) Trunk

Group

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

Trunk Side Connection

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

Two-Wire to Four-Wire Conversion

The term “Two-Wire to Four-Wire Conversion” denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

V and H Coordinates Method

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

WATS Serving Office

The term “WATS Serving Office” denotes a Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

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

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