

REGULATIONS AND SCHEDULE OF CHARGES FOR
ACCESS SERVICES

for

Zayo Group, LLC

THIS TARIFF REPLACES AND SUPERSEDES
ND. P.U.C. NO. 4 ACCESS SERVICES OF ELECTRIC LIGHTWAVE, LLC
DBA ALLSTREAM IN ITS ENTIRETY

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All of the pages of this Tariff are effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below

- C - Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting in An Increase
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction
- T - Change In Text But No Change In Rate or Charge
- Z - Correction

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
 - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below:

Access Minutes - Denotes that usage of exchange facilities in Intrastate service or foreign service for the purpose of calculating chargeable usage.

Access Services: The Company's intrastate Access Services offered pursuant to this Tariff. Advance

Payment: Part or all of a payment required before the start of service

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as Residential Service if installed in a residence,

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.

CAP: CAP stands for Competitive Access Provider.

CLEC: CLEC stands for Competitive Local Exchange Carrier.

SECTION 1 – DEFINITIONS (cont'd.)

Commission: Commission refers to the Federal Communications Commission.

Company-Designated POP - Denotes a switch location, a central office, Serving Wire Center or any location designated by the Company, which may be used to provide access to the Company's Services.

Carrier or Common Carrier See Interexchange Carrier.

Company: Zayo Group, LLC

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

Credit Card: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity that orders Service or that uses any Service without first ordering Service from the Company. The Customer is responsible for the payment of charges and for compliance with this Tariff.

Customer-Designated Premises/Customer Premise(s)/Customer's Premise(s): The Premises specified by the Customer for the provision of Access Services.

Dedicated Access: If a Customer's location has a direct path to the network of the DUC or the Company's switch, it is considered Dedicated Access.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by iconectiv.

End User or User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Exchange Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

SECTION 1 – DEFINITIONS (cont'd.)

Feature Group: A switching arrangement available from LEC's and CLEC's end central offices to interexchange long distance carriers.

ICB: ICB stands for Individual Case Basis.

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

Interstate: Applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IXCc : IXC stands for Interexchange Carrier.

HNPA: HNPA stands for Home Numbering Plan Area.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

LEC: LEC stands for Local Exchange Carrier

MECAB: Multiple Exchange Carrier Access Billing

MECOD: Multiple Exchange Carrier Ordering and Design.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

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

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

SECTION 1 – DEFINITIONS (cont'd.)

NXX: NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

POP: POP is an acronym for Point-of-Presence and is the central office of the Company where the Company hands off the traffic of the Company's Customers or where the Dedicated Access facility interconnects with the local or long distance network.

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

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the: Customer to submit a Service Order.

Service Switching Point (SSP): A Service Switching Point denotes an end office or tandem, which, in addition to having SS7 and SP capabilities, is also equipped to query centralized databases.

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

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling Point (SP): The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

SECTION 1 – DEFINITIONS (cont'd.)

Signaling Point of Interface (SPOI): The term “Signaling Point of Interface (SPOI)” denotes the Customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the Customer.

Signaling System 7 (SS7): The term “Signaling System 7 (SS7)” denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP): The term “Signal Transfer Point (STP)” denotes a packet switch that provides access to the Telephone Company’s SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port: The term “Signal Transfer Point (STP) Port” denotes the point of termination and interconnection to the STP.

Subscriber Line Charge: The term “Subscriber Line Charge” denotes a charge imposed by the FCC to cover the costs of providing local access. Also known as the End User Common Line charge (EUCL). Rates are different for single and multiline Customers.

SWC: SWC stands for Serving Wire Center.

Third Party Vendor: Denotes a company, entity or individual, other than the Company, that provides facilities and/or the equipment required to provide service(s) in whole or in part.

Toll Free: A term to describe an inbound communications service that permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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

Trunk Group: A set of Trunks that are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

United States: The contiguous United States, Alaska, Hawaii, Puerto Rico and the US. Virgin Islands

Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number “911” for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

Wire Center: A building in which one or more central offices, used for the provision of Exchange Services, are located.

SECTION 2 – REGULATIONS

Issued: December 29, 2023

Effective Date: January 1, 2024

Issued By:

Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
Boulder, CO 80301

2.1 Undertaking of the Company

2.1.1 This Tariff applies to intrastate Access Service(s) which consists of furnishing communications service in connection with one way and/or two-way information transmission between points within the State. Access Service is supplied to Customers for origination and/or termination of traffic to and from Central Office codes directly assigned to the Company.

2.1.2 This Tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating Intrastate communications.

2.1.3 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of the Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by the Company to exercise any right, power or option hereunder.

2.1.4 The Company arranges for the installation, operation, and maintenance of the Service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.

2.1.5 Scope

The Company undertakes to furnish Access Services in accordance with the terms and conditions set forth in this Tariff.

SECTION 2 – REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.6 Shortage of Facilities

- (A) All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications, allocate the use of existing facilities, or to discontinue furnishing Services when necessary because of the lack of transmission capacity or because of any cause(s) beyond its control.
- (B) The furnishing of Service under this Tariff is subject to the availability on a continuing basis of the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish Service as required at the sole discretion of the Company.

SECTION 2 – REGULATIONS (cont'.d)**2.2 Terms and Conditions**

- 2.2.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.2.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.3 In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.2.4 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.
- 2.2.5 The Company may rely on Third Party Vendors to provide a portion of the Company's Service, The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time, Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.6 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's 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 reserves 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 the Company or Customer facilities.

2.2.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1 (C) following, Access Order modifications.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

- (A) An application for Service, whether made orally or in writing, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Tariff.
- (B) Applicants and/or Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may be reasonably requested by the Company.
- (C) The Applicant must establish credit prior to the Company accepting the Applicant's request for Service.
- (D) The Company requires that an application for Service be executed by a person who is legally competent to do so.
- (E) If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the Service Order, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.9 Cancellation of Application for Service Prior to Establishment of Service

If a Customer cancels an order for Service before the Service begins, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges.

2.2.10 Early Termination of Term Plan

If a Customer terminates Service(s) before the completion of the term, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the termination, The Customer will pay the Company all fees and expenses incurred in the connection with:

- (A) All Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer; and
- (B) Any termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; and
- (C) All recurring charges specified in the term plan agreement for the balance of the then current term.

SECTION 2 – REGULATIONS (cont'd.)

2.2 Terms and Conditions (cont'd.)

2.2.11 Expiration of Initial Term

At the expiration of the initial term specified in each Service Order or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless the term plan is canceled by either party upon thirty (30) days' written notice. Any termination of the term plan shall not relieve the Customer of the Customer's obligation to pay any charges incurred under the Service Order and this Tariff prior to termination of Service. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.2.12 Non-Routine Installation

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

SECTION 2 – REGULATIONS (cont'd.)

2.3 Imitations on Liability

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.4 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.5 The Company shall not be liable for any claims for loss or damages involving:
- (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, any or (c) common carriers or warehousemen;

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.4 (cont'd.)

- (B) Any delay or failure of Service, performance, or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (C) Any unlawful or unauthorized use of the Company's facilities and Services;
- (D) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
- (E) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (F) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

SECTION 2 – REGULATIONS (cont'd.)**2.3 Limitations in Liability (cont'd.)****2.3.4 (cont'd.)**

- (G) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (I) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (J) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (K) Any noncompletion of calls due to network busy conditions;
- (L) Any calls not actually attempted to be completed during any period that Service is unavailable.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

2.3.4 (cont'd.)

- (M) Damages caused by the fault or negligence or misconduct of the Customer.
- (N) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.6 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging or such facilities or Services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure cooperate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- 2.3.8 Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim. Any such notice by the Customer must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

SECTION 2 – REGULATIONS (cont'd.)**2.3 Limitations in Liability (cont'd.)**

2.3.9 THE COMPANY MAKES NO Warranties OR Representations, EXPRESSER IMPLIED EITHER IN FACTOR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.10 Provision of Equipment and Facilities

(A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this Service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to Service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Services under this Tariff and to the maintenance and operation of such Services in the proper manner, Subject to this responsibility, the Company shall not be responsible for:

- .1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or de facts in, such transmission; or
- .2 the reception of signals by Customer-provided equipment or
- .3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.11 Emergency Number 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by (1) mistakes, omission, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- 2.3.12 Conditions under which the Company may, without notice, terminate service without liability include, but are not limited to:
- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
 - (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
 - (C) The Company deems termination necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network or the Company's switch for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

2.3.13 Conditions under which the Company may, with notice, terminate service without liability include, but are not limited to:

- (A) Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- (B) Non-payment of any sum owed the Company.

SECTION 2 – REGULATIONS

2.3 Limitations in Liability (cont'd.)

2.3.14 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment.

2.3.15 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

(A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or

(B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or

(C) Any calls placed by means of illegal equipment, service, or device.

In the event the Company learns of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 – REGULATIONS

2.3 Limitations in Liability (cont'd.)

- 2.3.16 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.3.17 To control fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at The Company's option as soon as it can be provided without undue risk.
- 2.3.16 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.17 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- 2.3.18 With respect to Service provided herein, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

SECTION 2 – REGULATIONS**2.3 Limitations in Liability (cont'd.)**

- 2.3.19 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the Imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to delayed installation of facilities or commencement of Service will not exceed \$1,000.
- 2.3.20 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers or End Users; negligent or defective services to Customers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.21 The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of Service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays thereof), provision, termination, maintenance, repaid interruption or restoration of any Service or facilities offered under this Tariff, and subject to Section 2.16, the Company's liability shall be limited as provided herein.

SECTION 2 – REGULATIONS (cont'd.)

2.3 Limitations in Liability (cont'd.)

- 2.3.22 The entire liability of the Company for any claim, loss, damage, or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the Service is rendered.
- 2.3.23 Under no circumstances whatsoever will the Company's officers, agents, employees, or affiliates be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.24 The Company shall not be liable for any act or omission concerning the implementation of Presubscription as defined herein.

SECTION 2 – REGULATIONS (cont'd.)

2.4 Ownership of Facilities

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

2.5 Prohibited Use of Service

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

2.5.2 The Company may require applicants for Service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.5.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.5.4 Service furnished by the Company will not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 2 – REGULATIONS (cont'd.)

2.5 Prohibited Use of Service (cont'd.)

2.5.5 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services, Abuse or fraudulent use of Services includes, but are not limited to:

Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; and

Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; and

Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; and

Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

SECTION 2 – REGULATIONS (cont'd.)**2.6 Transfer or Assignment**

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply. After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Any permitted assignment or transfer of The Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.7 Obligation of the Customer**2.7.1 Customer Premises Provisions**

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

SECTION 2 – REGULATIONS (cont'd.)**2.7 Obligations of the Customer****2.7.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating Access Minutes, the projected interstate percentage will be developed on a quarterly basis by end office when the Feature Group D Switched Access Service Access Minutes are measured by dividing the measured interstate originating Access Minutes (the Access Minutes where the calling number is in one state and the called number is in another state) by the total originating Access Minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating Access Minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating Access Minutes for each account to which the Customer may terminate traffic.
1. Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage

SECTION 2 – REGULATIONS (cont'd.)**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements****(A) (cont'd.)****1. (cont'd.)**

For originating Access Minutes will be used to develop projected interstate percentage for such terminating Access Minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.7.3(B) following. The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating Access Minutes from 100v(100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

2. If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of 75% for Feature Group D terminating Access Minutes. For originating.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(A) (cont'd.)

2. (cont'd.)

Toll Free Access Minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free Access Minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

(B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(C) These whole number percentages will be used by the Company to apportion the use, rates, and/or Non-Recurring Charges between interstate and intrastate until a revised report is received.

SECTION 2 – REGULATIONS (cont'd.)**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements (cont'd.)**

- (D) The projected interstate percentage of use will be used to determine the charges as follows. The number of Access Minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate Access Minutes (i.e., number of Access Minutes x projected interstate percentage of use = interstate Access Minutes). The number of interstate Access Minutes so determined will be subtracted from the total number of Access Minutes (i.e., number of Access Minutes - interstate Access Minutes = intrastate Access Minutes). The interstate Access Minutes for the group will be billed as set forth in this Tariff,
- (E) Effective on the first of January, April, July, and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. 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, for each Service arranged for interstate and intrastate use. Except as set forth in Section 2.7.3(A) preceding 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) for that Service. No prorating or back billing will be done based on the report.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(E) (cont'd.)

If the Customer does not supply the report, the Company will assume the percentage to be the same as that 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 percentage to be the same as that provided in the order for Service as set forth in this Tariff.

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.7.3(A) preceding will be used for the apportionment of any monthly rates or Non-Recurring Charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the Service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.7.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

SECTION 2 – REGULATIONS (cont'd.)**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements (cont'd.)**

- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- (H) The Customer may provide an additional percentage of interstate use for entrance facility and direct trunked transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

2.7.4 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

(I) VoIP-PSTN Traffic

1. Scope: VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing ("TDM") format that originates and /or terminates in Internet Protocol ("IP") format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. This section governs the identification of toll VoIP-PSTN traffic subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). This section establishes the method of distinguishing toll VoIP-PSTN traffic from the Customer's total intrastate access traffic, so that toll VoIP-PSTN traffic will be billed in accordance with the FCC Order.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.3 Jurisdictional Report Requirements (cont'd.)

(I) VoIP-PSTN Traffic (cont'd.)

.2 Rating of Toll VoIP-PSTN Traffic:

- .a Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates between December 29, 2011 and July 12, 2012.
- .b Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed intrastate switched access rates between July 13, 2012 and June 30, 2014. (PVU factors described in 2.7.3(I).3 do not apply.)
- .c Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates effective July 1, 2014.
- .d Terminating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates.

SECTION 2 – REGULATIONS**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements (cont'd.)****(I) VoIP-PSTN Traffic (cont'd.)****.3 Calculation and Application of Percent-VoIP-Usage Factor**

The Company will determine the number of toll VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection .2, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- .a The Customer will calculate and furnish to the Company a factor (“PVU-Customer”), along with supporting documentation, representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format and (b) is received from the Company and terminates in IP format. This PVU-Customer shall be based on verifiable information such as the number of the Customer’s retail VoIP subscriptions in the State (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- .b Company will, likewise, calculate a factor (PVU-Company) representing the percentage of the Company’s total intrastate access MOU in the State that the Company originates or terminates in IP format. This PVU-Company shall be based on the number of the Company’s retail VoIP subscriptions in the State as reported on FCC Form 477.

SECTION 2 – REGULATIONS**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements (cont'd.)****(I) VoIP-PSTN Traffic (cont'd.)****.3 Calculation and Application of Percent-VoIP-Usage Factor (cont'd.)**

- .c After the Company verifies the PVU-Customer factor provided by the Customer the Company will use the PVU-Customer and PVU-Company factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as: $PVU\text{-Customer} + PVU\text{-Company} \times (1 - PVU\text{-Customer})$.
- .d In the event that the Company cannot verify the Customer's PVU-Customer factor based upon the information provided by the Customer, the Company will request additional information to support the PVU-Customer. The Customer shall supply reasonably requested additional information and other information used to determine the PVU-Customer factor. If after review of the additional information, the Customer and the Company establish a revised and mutually agreed upon PVU-Customer, the Company will begin using the new factor with the next bill period.

SECTION 2 – REGULATIONS**2.7 Obligations of the Customer (cont'd.)****2.7.3 Jurisdictional Report Requirements (cont'd.)****(I) VoIP-PSTN Traffic (cont'd.)****.4 Initial PVU Factor**

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-Customer into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company prior to April 15, 2012. If the Customer does not furnish the Company with a PVU-Customer, the Company will utilize a PVU-Customer equal to zero percent.

The initial PVU-Company is equal to zero percent.

.5 PVU Factor Updates:

The Customer may update the PVU-Customer factor or the Company may update the PVU-Company factor quarterly using the method set forth in subsection (C)(1), 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 PVU-Company factor and supporting documentation. Once verified by the Company the revised PVU-Company factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

SECTION 2 – REGULATIONS (cont'd.)

2.7 Obligations of the Customer (cont'd.)

2.7.4 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order enough trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

2.7.5 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

2.8 Customer Equipment and Channels

2.8.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the Services furnished other Customers by the Company from potentially harmful effects, the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.8.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer- provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

SECTION 2 – REGULATIONS (cont'd.)

2.8 Customer Equipment and Channels (cont'd.)

2.8.2 Inspections (cont'd.)

- (B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after each notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling Service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments

2.9.1 Application for Service

(A) Any Applicant for Service may be required to sign a Service Order or other document designated by the Company requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff, but the Customer shall be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed. In the event that any provisions set forth in any Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

- .1 Customer's name and address for billing purposes, and contact name and telephone;
- .2 contact name, telephone number, and address at each of the premises where Service is to be installed;
- .3 type of Service, requested Service date, and length of term;
- .5 the category of and interface and signaling if required;
- .6 other information necessary for the Company to provide the Service to the Customer; and
- .8 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.2 Establishment of Credit

- (A) The Company, in order to assure the payment of its charges for Service, will require Applicant and Customers to establish and maintain acceptable credit. The establishment or reestablishment of acceptable credit as provided in this section shall not relieve the Applicant or Customer from compliance with other provisions of this Tariff as to prepayments and payment of bills, and shall in no way modify the provisions regarding shutoff of Service(s) for failure to pay bills due for Service(s) furnished.
- (B) The Company reserves the right to examine the credit record and check the references of all Applicants and Customers prior to accepting the Service Order or Customer's deposit. If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

Applicants for Service may establish credit in one of the following ways:

- .1 Responding in a manner satisfactory to the Company to a set of standard questions, known as the credit evaluation process. The Applicant may be required to provide proof in support of these responses. The written procedures for the credit evaluation process are available for public inspection at the Company's principal office.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.1 Establishment of Credit (cont'd.) (B)

(cont'd.)

- .2 Paying a deposit to the Company in accordance with this Tariff
- .3 Providing sufficient written guarantee of payment for Service by a guarantor satisfactory to the Company.
- .4 Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the appropriate regulatory agency.

(C) Existing Customers

- .1 Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his or her credit with respect to the account involved or with respect to any other account in connection with the seine or any other class of Service which the Company may be providing such Customer,
- .2 A Customer may be required to reestablish additional credit when the amount of Service furnished or the basis on which credit was formerly established has significantly changed or

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.1 Establishment of Credit (cont'd.)

(C) Existing Customers (cont'd.)

- .3 During the first twelve months that a Customer receives Service, the Customer pays late three times or has Service shutoff by the Company for nonpayment two times.
- .4 After the first twelve months that the Customer has received Service, the Customer has had Service shutoff twice by the Company or the Company provides evidence that the Customer used a device or schema to obtain Service without payment.
- .5 After the first twelve months that a Customer has received, the Customer pays late at least three times during any twelve month period.

If a Customer fails to reestablish credit as required by the Company, the Customer's Service may be shutoff.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the Non-Recurring Charge(s) and up to two months of estimated monthly usage charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. The advance payment is due ten (10) business days following the date the Company confirms acceptance of the order or on the application date, whichever is later. If the advance payment is not received by such payment date, the order may be canceled. When the Customer cancels an Access Service request, the order will be withdrawn. Any advanced payment made will not be credited or refunded.

2.9.3 Deposits

- (A) To safeguard its interests, the Company may require Applicants or existing Customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to six months' charges for a Service or facility, which has a minimum payment period.

SECTION 2 – REGULATIONS (cont'd.)

2.9 Customer Deposits and Advance Payments (cont'd.)

2.9.3 Deposits (cont'd.)

- (B) When a Service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded after" all applicable outstanding charges have been deducted. Before the Service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- (C) The Company does not pay interest on deposits.
- (D) In the Company's sole discretion, a deposit may be required in addition to an advance payment.

2.9.4 Refund or Application of Deposits

When a Customer's Service is terminated by the Customer or shutoff by the Company, or when the Customer cancels an application for Service and there are charges due the Company, the deposit will be applied to the charges and the balance, if any, returned to the Customer or Applicant. Before the Service is terminated or shutoff, the Company may, at its option, return the deposit or credit to the Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for Services and facilities furnished to the Customer by the Company. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to Services established, provided, or discontinued during the preceding billing period.

2.10.1 Customers are billed on a monthly basis according to the Company's monthly billing cycle,

2.10.2 Services, which are charged for at monthly rates, are billed in advance for one months Service. Usage sensitive charges are billed in arrears.

2.10.3 Bills are sent to the current billing address. The method of delivering the bill is determined by the Company.

2.10.4 All invoices are due and payable within 30 days after the date of the invoice.

2.10.5 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

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

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

- 2.10.7 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.
- 2.10.8 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of
- (A) a rata of 1.5 percent per month; or
 - (B) the highest interest rate, which may be applied under state law for commercial transactions.
- 2.10.9 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company, which a financial institution refuses to honor.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

- 2.10.10 If Service is disconnected by the Company in accordance with the provisions of this Tariff and later reinstalled, Service will be subject to all applicable installation charges. If Service is suspended by the Company and later restored, Service will be subject to all applicable restoration charges.
- 2.10.11 Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic funds transfer, or other means authorized by the Company.
- 2.10.12 If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- 2.10.13 If the Customer remits to the Company on more than one occasion during a twelve month period, a check, draft, or other instrument, which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash,
- 2.10.14 Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.

SECTION 2 – REGULATIONS (cont'd.)

2.10 Billing and Collection of Charges (cont'd.)

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

2.10.16 Late Payment Charge

- (A) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
- (B) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- (C) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.10.17 Customer Overpayment

Customer overpayment shall mean a payment to the Company in excess of the correct charges for Service when caused by erroneous billing by the Company. The Company will make every effort to credit the Customer's account for the next billing cycle after the overpayment is discovered.

SECTION 2 – REGULATIONS (cont'd.)**2.11 Taxes, Surcharges, and Fees****2.11.1 General**

- (A) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. These taxes, surcharges, and fees are calculated based upon the point of origination of the Service, the point of termination of the Service, and the taxing jurisdiction's rules and regulations. Further when a municipal corporation, other political subdivision of the State or underlying wholesale Service provider collects from the Company a license tax, 911 tax, privilege tax, street use tax, franchise fee, permit fee, number portability charge or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions, and fees shall insofar as practicable, be billed prorata to the exchange Customers receiving Service within the territorial limits of the municipal corporation or political subdivision. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (B) Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharge, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will creditor refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

SECTION 2 – REGULATIONS (cont'd.)

2.11 Taxes, Surcharges, and Fees (cont'd.)

2.11.2 Tax Exemption Certificate

- (A) In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.
- (B) Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges.
 - .1 At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and will be responsible for the payment of same until such time as the Company has ceased billing the applicable taxes.
 - .2 The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority.
- (C) Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes

- 2.12.1 All bills are presumed accurate, and shall be binding on the Customer. The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, unless notice of the disputed charge(s) is received by the Company within thirty (30) days commencing after such bills have been mailed or otherwise rendered per the Company's normal course of business or a debit is effected by the Company for the Service giving rise to such dispute or claim. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed,
- 2.12.2 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes (cont'd.)

2.12.3 Adjustments or Refunds to the Customer

- (A) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- (B) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (C) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the Service, the Company will issue a refund of any overpayment by the Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.12 Billing Disputes (cont'd.)

2.12.2 Adjustments or Refunds to the Customer (cont'd.)

- (D) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.12.3 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to thirty (30) days to take the following course of action.

- .1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- .2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Commission.

SECTION 2 – REGULATIONS (cont'd.)

2.13 Discontinuance of Service for Cause

- 2.13.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.13.2 Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- 2.13.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.13.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend Service without incurring any liability.
- 2.13.5 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.13.6 In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue Service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

SECTION 2 – REGULATIONS (cont'd.)

2.13 Discontinuance of Service for Cause (cont'd.)

2.13.7 Upon the Company's discontinuance of Service to the Customer under Section 2.13.4(A) or 2.13.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.13.8 Notice to Company for Cancellation of Service

Customers desiring to terminate Service shall provide Company thirty (30) days written notice of desire to terminate Service.

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

2.14.1 Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and Non-Recurring Charges for Services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.14.6 (A) following,

2.14.2 The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

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

- (A) For Feature Group D Switched Access Service, when Service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the Service.
- (B) Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service Tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company Tariff are applicable.

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

2.14.4 The charge for the Local Transport Facility and Termination rate elements for Services provided are determined as follows:

- (A) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility. Determine the airline mileage for the Local Transport Facility charge using the V&H method following.
- (B) For Feature Group D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in .1 through .3 following for the total Local Transport-Common Switched Transport charges.

.1 Multiply

The number of Access Minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

.2 The number of Access Minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

.3 Add:

The products of ,1 and .2 for the Company's total Local Transport Common Switched Transport charges.

SECTION 2 – REGULATIONS (cont'd.)

2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)

2.14.5 The charge for the Direct Trunked Transport-Facility Mileage rate element for Services is determined as follows:

- (A) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.
- (B) For Feature Group D Switched Access Service, the Direct Trunked Transport- Facility Mileage charge is determined by using the procedure set forth below:

Multiply

The number of airline miles as determined in (1) preceding by the Company's appropriate Direct Trunked Transport-Facility rate by the Company's billing percentage factor.

SECTION 2 – REGULATIONS (cont'd.)

- 2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)
- 2.14.6 For Feature Group D.
- (A) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating Access Minutes that are switched at the end office.
 - (B) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
 - (C) The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.
- 2.14.7 The interconnection points will be determined by the Interconnection Agreements of the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the Service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4, except as noted in +2.14.11 below.

SECTION 2 – REGULATIONS (cont'd.)

- 2.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved (cont'd.)
- 2.14.11 ` If there are meet points not included in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. NO. 4, the applicable billing percentage factors for Feature Group B and Feature Group D Switched Access Service traffic between certain Company end offices and incumbent local exchange carrier, end offices are as set forth in applicable agreements for switched access meet-point billing, until such time the applicable meet point billing percentage is 50%.
- 2.14.12 Should any changes be made to the meet point billing arrangements as set forth in Section 2.14 preceding, the Company will give affected Customers 30 days' notice.
- 2.14.13 Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates will not be applied to the meet point billing arrangement.
- 2.15 Restoration Of Service
- 2.15.1 The use and restoration of Service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
- 2.15.2 When a Customer's Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Customer completing a new application for Service and qualifying for Service as if a new Customer.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service

2.16.1 General

- (A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.16.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- (B) An interruption period begins when the Customer reports a Service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative.
- (C) If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the Service of the Company;
- (B) Due to the failure of power, equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) During any period in which the Customer continues to use the Service on an impaired basis;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.3 Use of Another Means of Communications

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

2.16.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.

SECTION 2 – REGULATIONS (cont'd.)

2.16 Allowances for Interruptions in Service (cont'd.)

2.16.4 Application of Credits for Interruptions in Service

- (C) A credit allowance will be given for interruptions in Service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions of 24 Hours or Less

Length of Interruption	To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

SECTION 2 – REGULATIONS (cont'd.)

2.17 Customer Cancellation of Service

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption, Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

2.17.1 Termination Liability

Customer's termination liability for cancellation of Service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish Service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by The Company on behalf of Customer, plus;
- (C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2 – REGULATIONS (cont'd.)

2.18 Unauthorized Use of the Network

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

2.18.2 The following activities constitute fraudulent use:

- (A) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the Service;
- (B) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any Service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- (C) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

SECTION 2 – REGULATIONS (cont'd.)

2.18 Unauthorized Use of the Network (cont'd.)

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

2.18.4 Liability for Unauthorized Use

- (A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- (C) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

SECTION 2 – REGULATIONS (cont'd.)

2.19 Application of Rates

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff.

2.19.1 Charges Based on Duration of Use

- (A) Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company 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 experienced recording system outages, the Company will estimate the volume of lost Customer Access Minutes of use based on previously known values.
- (B) For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.
- (C) The measurement of originating call usage ends when the originating Feature Group D switch 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 switch.

SECTION 2 – REGULATIONS (cont'd.)

2.19 Application of Rates (cont'd.)

2.19.1 Charges Based on Duration of Use (cont'd.)

- (D) For terminating calls over Feature Group D, the measurement of Access Minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating End User's end office, indicating the terminating End User has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable Access Minutes. Where assumed minutes are used, the assumed minutes are the chargeable Access Minutes.
- (E) The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating End User's end office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- (F) FGD Access Minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

SECTION 2 – REGULATIONS (cont'd.)**2.19 Application of Rates (cont'd.)****2.19.2 Rates Based Upon Distance**

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the “V” (vertical) and “H” (horizontal) coordinates as set forth in applicable Company Tariffs.

2.19.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer’s serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.20.

The Local Transport Facility mileage rates are calculated per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of Access Minutes.

SECTION 2 – REGULATIONS (cont'd.)

2.20 Determining Airline Miles

Calculation of mileage is in accordance with the V&H coordinate system. The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used. If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP. The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by iconectiv in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 1.

FORMULA:

$$\text{BOLD sqrt } \{ \{ (V1 - V2)^2 + (H1 - H2)^2 \} \text{ OVER } 10 \}$$

SECTION 2 – REGULATIONS (cont'd.)

2.21 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

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

2.21.2 of a type other than that which the Company would normally utilize in the furnishing of its Services;

2.21.3 over a route other than that which the Company would normally utilize in the furnishing of its Services;

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

2.21.5 on an expedited basis;

2.21.6 on a temporary basis until permanent facilities are available;

2.21.7 involving abnormal costs; or

2.21.8 in advance of its normal construction.

SECTION 2 – REGULATIONS (cont'd.)

2.22 Customer Service

2.22.1 General

The Company's Customer Service personnel may be contacted in writing at 1401 Wynkoop Street, Suite 500, Denver, CO 80202 or via a toll 1-888-444-1976. Service representatives are available to assist with Customer inquiries Monday through Friday from 9:00 AM to 5:00 PM pacific time excluding nationally recognized holidays, the day before and after Christmas and New Years, and the day after Thanksgiving. After hours, calls go to an answering service. If the Customer leaves a message, the Customer will be called back the next business day. If the call is an emergency, the answering service will contact the appropriate Company personnel.

2.22.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer service organization as indicated in Paragraph 2.22.1 above.

2.22.3 Service Difficulties

Service difficulties may be referred to the Company's Customer service organization, as indicated in Paragraph 2.22.1 above.

SECTION 2 – REGULATIONS (cont'd.)

2.23 Notices and Communications

- 2.23.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.23.2 The Customer shall advise the Company of any changes to the addresses designated for notices or other communications.
- 2.23.3 All notices or other communications required to be given by the Customer pursuant to this Tariff shall be in writing.
- 2.23.4 Notices, other communications, and all bills mailed by the Company, will be addressed to the Customer's last known billing address, and shall be presumed to have been delivered to the Customer on the day the notice, communication, or bill was placed with the U.S. Mail or a private delivery service, prepaid. The selection of the method of delivery of the notice is made by the Company.
- 2.23.5 The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include but are not limited to equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but may affect Customers' Service(s). No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, notification to the Customer may not be possible.

SECTION 2 – REGULATIONS (cont'd.)**2.24 Rounding**

2.24.1 All calls are billed in the billing increments as set forth in the description for each service, Calls that terminate between increments will be rounded to the next highest increment, For example, a call with a one (1) minute increment lasting 35 seconds will be rounded to one (1) minute.

2.24.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.43 and a Customer making a call with a computed charge of \$1.435 will be charged \$1.44.

2.25 Systems Security

2.25.1 If Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (A) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system,
- (B) Customers may not disclose or use information, which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity that does not have a need to know from acquiring such information.

SECTION 2 – REGULATIONS (cont'd.)

2.25 Systems Security (cont'd.)

2.25.1 (cont'd.)

- (C) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (D) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of PINs and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by the Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers should report any known or suspected unauthorized attempt by others to access these Systems.

2.25.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify The Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

SECTION 2 – REGULATIONS (cont'd.)**2.26 Mileage Measurement**

The mileage to be used to determine the monthly rate for Local Transport is calculated on airline distances 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 serving wire center. When Direct Trunked Transport is ordered between the serving wire center and the end office, mileage is normally measured in one segment from the serving wire center to the end office.

When Direct Trunked Transport is ordered between a serving wire center and a tandem and Tandem Switched Transport is ordered between the tandem and the end office, mileage is calculated separately for each segment. Mileage rates are as set forth in Section 4 following. 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 rates. Then multiply the mileage by the appropriate rate. Exceptions to the mileage measurement rules are as follows:

2.26.1 FGB and FGD Remote Offices

Local Transport mileage for Feature Group E and D Switched Access Service provided to a Remote Office will be measured in multiple segments.

When the facility is directly trunked to the Host Office, Direct Trunked Facility mileage will be measured between the Customer's SWC and the Host Office. Tandem Switched Facility mileage will be measured between the Host Office and the Remote Office. The Tandem Switching Charge will not apply.

When the facility is routed through a tandem to the Host Office, Direct Trunk Facility will be measured from the SWC to the tandem. Tandem Switched Facility will be measured from the tandem to the host, and another segment of Tandem Switched Facility will be measured from the host to the remote. A Tandem Switching Facility charge will be applicable at the tandem.

SECTION 2 – REGULATIONS (cont'd.)

2.27 Special Customer Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company reserves the right to offer special incentives and arrangements when negotiating with prospective entities regarding participation in Company “beta” test scenarios. This includes, but is not limited to, the possible waiver of various initial charges or requirements included within this tariff, if necessary to ensure the participation in the full beta test offering. The aforementioned special incentives and arrangements will be suspended prior to general availability of any product or Service.

SECTION 3 – SERVICE DESCRIPTIONS**3.1 Access Services****3.1.1 Switched Access Service**

Switched Access Service, which is available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

3.1.2 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, The Company will assist the Customer in sizing Switched Access Trunk groups.

3.1.3 Service Categories

Switched Access Service is provided in the following Service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.3 Service Categories (cont'd.)

- (A) FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access codes for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 +NPA-NXX-XXXX when using the Company's presubscription Service.
- (B) Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with a toll free prefix.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request

(A) General

All Services offered under this Tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will be as specified in the industry Access Service Request Ordering Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical. The Customer shall provide all information necessary for the Company to provide and bill for the requested Service.

(B) Ordering Access Service

An Access Service Request is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

.1 For Feature Group D Switched Access Service:

.a When direct routing to an end office is desired, the Customer shall specify

- the number of trunks,
- the end office and
- the Local Transport and Local Switching

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(A) Ordering Access Service (cont'd.)

- .b When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify the number of trunks, the access tandem switch, the Local Transport and Local Switching options desired, and an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(A) Ordering Access Service (cont'd.)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

- .2 For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths, The Customer shall also specify the Local Transport and Local Switching options,
When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the Customer shall specify the end office and the Local Transport and Local Switching options desired

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(B) Ordering Access Service (cont'd.)

.2 (cont'd.)

an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

.3 For Toll Free Data Base Access Service, the Customer shall order the Service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for Service.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals: Standard

Interval

- Negotiated Interval
- Advance Order Interval

.1 Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Trunk Groups Standard Interval

- 1 to 4 Trunks 28 Days
- 5 to 24 Trunks 30 Days

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.2 Negotiated Interval

The Company will negotiate a Service date interval with the Customer when:

- .a There is no Standard Interval for the Service, or;
- .b The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- .c The Customer requests a Service date beyond the applicable Standard Interval Service date except as set forth in (C) following.

The Company will offer a Service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service date, or, when there is no Standard Interval, the Company offered Service date. All Services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.2 Negotiated Interval (cont'd.)

The addition and/or deletion of a Toll Free Access Service six digit Customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit Customer identification record to the Toll Free Access Set-vice data base or the deletion of a Toll Free Access Service ten digit Customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

Initial establishment of Service Maximum Interval where Customer is:

- Not yet provided with any Trunk Group Service in the LATA - 6 months
- Provided Trunk Group Service in the LATA - 90 Days

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.3 Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a Service date of 12 to 24 months from the Application Date for the following Services:

A minimum of 24 voice grade equivalent Switched
Access
Service lines or trunks or
720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions,

- .a Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders. Advance Order Intervals Access Orders are subject to a non-refundable advance payment. This advance payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the advance payment is not received by such payment date, the order will be canceled.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(C) Access Order Service Date Intervals (cont'd.)

.3 Advance Order Interval (cont'd.)

n

advance payment (cont'd.)

.a

When the Access Services are connected on the Service date, the advance payment will be applied, as a credit, to the Customer's billed Service charges. When there has been a decrease in the number of Services originally ordered, as set forth in (2) following, only the portion of the advance payment for Services actually installed will be credited.

.b

Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The advance payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the advance payment for the Services canceled will not be credited or refunded.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(D) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that Service is available for the Customer's use or prior to the Service date, whichever is later.

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

.1 Service Date Change Charge

Access Order Service dates for the installation of new Services or rearrangements of existing Services may be changed, but the new Service date may not exceed the original Service date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Date Change Charge will apply. If the Customer requested Service date is more than 30 calendar days after the original Service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied. A Service Date Change Charge will apply, on a per order per occurrence basis, for each Service date changed. The applicable charge is found in Section 4.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)**3.1 Access Services (cont'd.)****3.1.4 Access Service Request (cont'd.)****(B) Access Order Modifications (cont'd.)****.2 Partial Cancellation Charge**

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and cancellation charges will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

.3 Design Change Charge

The Customer may request a design change to the Service Ordered. A design change is any change to an Access Order, which requires engineering review. Design changes do not include a change of Customer premises, End User premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4. If a change of Service date is required, the Service Date Change Charge will also apply.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(D) Access Order Modifications (cont'd.)

.4 Expedited Order Charge

When placing an Access Order for Service(s) for which Standard Intervals exist, a Customer may request a Service date that is prior to the Standard Interval Service date. A Customer may also request an earlier Service date on a pending Standard, Negotiated or Advance Order Interval Access Order, If the Company agrees to provide Service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited Service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the Non-Recurring Charges associated with the order and then dividing this total by the number of days in the Standard Interval, The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total Non-Recurring Charges associated with the Access Order.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)**3.1 Access Services (cont'd.)****3.1.4 Access Service Request (cont'd.)****(E) Cancellation of an Access Order**

.1 A Customer may cancel an Access Order for the installation of Service at any time prior to notification by the Company that Services available for the Customers use or prior to the Service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a 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 canceled and charges set forth in (2) following will apply, or
- Billing for the Service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the Service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original Service date of the Access Order.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(E) Cancellation of an Access Order (cont'd.)

.2 When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of Service, a Cancellation Charge will apply as follows:

.a When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the Service Ordered by the Company shall apply.

.b If the Company misses a Service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

(F) Minimum Period

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

.2 The following changes will be treated as a discontinuance of the existing Service and an installation of a new Service. All associated Non- Recurring Charges will apply for the new Service.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(F) Minimum Period (cont'd.)

m
.2 (cont'd.)

The changes listed below are those, which will be treated as a discontinuance and installation of Service and for which a new minimum period will be established

- .a A move to a different building.
- .b A change in type of Service.
- .c A change in Switched Access Service Interface Group.
- .d Change in Switched Access Service traffic type.
- .e Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- .f Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3,1.4 Access Service Request (cont'd.)

(G) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

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

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

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

(H) Non-Recurring Charges

Non-Recurring Charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing Service). Types of Non- Recurring Charges that apply for Switched Access Service are: installation of Service and Service rearrangements.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3,1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.1 Installation of Service

Non-Recurring Charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services 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 of an additional trunk(s). In addition, Non-Recurring Charges apply when an out of band signaling connection is installed for use with FGD.

.2 Service Rearrangements

All changes to existing Services other than changes involving administrative activities only will be treated as a discontinuance of the existing Service and an installation of a new Service, The Non-Recurring Charge described in(1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.2 Service Rearrangements (cont'd.)

.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 Non-Recurring Charge for the capacity affected. There will be no change in the minimum period requirements.

.b Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of Service and all associated Non-Recurring 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.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.4 Access Service Request (cont'd.)

(H) Non- Recurring Charges (cont'd.)

.c Network Blocking Charge

The Customer will be notified by the Company to increase its capability (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.

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 Section 4, for each overflow in excess of ordered capacity.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated herein.

- Local Transport
- End Office

(A) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated Interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Charges for Local Transport Service are computed in accordance with Section 2.14 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es) Local Transport consists of four rate elements, entrance facility, direct-trunked transport, common switched transport, and interconnection charge as described below.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.1 Entrance Facility

The Entrance Facility provides for that communication path between a Customer's premises and the Company Service Wire Center (SWC) of that premises for the sole use of the Customer. An Entrance Facility is required whether the Customer's premises and the SWC are located in the same or different buildings.

.2 Direct-Trunked Transport

a. Direct Trunked Transport provides the transmission path for the following:

1. End Office to Serving Wire Center
2. Tandem to Serving Wire Center
3. End Office to Tandem

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.2 Direct-Trunked Transport (cont'd.)

The Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 4, which is applied on a per mile basis and a Direct Trunked Termination rate, which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, tandem, hub, ADM equipped wire center, and serving wire center). The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct-Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)**3.1 Access Services (cont'd.)****3.1.5 Standard Rate Categories****(A) Local Transport (cont'd.)****.3 Direct End Office Port**

The Local Transport Dedicated End Office Trunk Port monthly rate provides for termination of a dedicated trunk in the end office port. The rate is assessed per DSO.

.4 Tandem Switched Transport

The Tandem Switched Transport rate elements recover a portion of the costs associated with a communications path between a tandem and an end office on circuits that are switched at a tandem switch. Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate, and a Tandem Switched Termination rate.

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate specified in Section 4 following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)**3.1 Access Services (cont'd.)****3.1.5 Standard Rate Categories****(A) Local Transport (cont'd.)****.4 Tandem Switched Transport (cont'd.)**

The Tandem Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate specified in Section 4 following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility. The Tandem Switched Termination rate recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Tandem Switched Facility. The Tandem Switched Termination rate specified in Section 4 following is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office and the access tandem).

.5 Transport Interconnection Charge

The Transport Interconnection Charge provides for interconnection with the Company's Switch Access network. This rate element will be applied to all Switched Access calls that originate or terminate at a Company end office.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

.6 Multiplexing

Multiplexing provides an arrangement for converting a single, higher capacity or bandwidth circuit to several lower capacity or bandwidth circuits. The following multiplexing arrangements are offered for use with Switched Access Service.

DS3 to DS1 Multiplexing charges specified in Section 4 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Transport is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

DS1 to Voice Grade Multiplexing charges specified in Section 4 following apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing Charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(A) Local Transport (cont'd.)

7. Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features. Interface Group 1 provides a transmission path between the point of termination at the Customer designated premises and the customer's serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunication industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.5 Standard Rate Categories

(B) End Office

The End Office rate category provides 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 Company's end office. The End Office rate category consists of the Local Switching rate and Information Surcharge elements

.1 Local Switching

The Local Switching rate element provides for: a) the use of end office switching equipment b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a Company intercept operator or recording. Local Switching rates are assessed to a Customer based on the total number of Access Minutes.

.2 Information Surcharge

The Information Surcharge is a charge to recover costs that are incurred in the provision of intrastate Directory Assistance Service. The Information Surcharge is assessed to the Customer on a per call basis based on total number of Access Minutes.

SECTION 3 – SERVICE DESCRIPTIONS (cont'd.)

3.1 Access Services (cont'd.)

3.1.6 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a Service offering utilizing originating trunk side Switched Access Service. The Service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number, The Toll Free Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate Customer. The charge is assessed to the Customer on a per query basis.

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Local Switching

Originating Local Switching	Rate per Access Minute \$0.020703
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4.1.2 Originating Information Surcharge	Rate per Access Minute \$0.000148
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4.1.3 Tandem Switched Transport

	<u>Rate</u>
(A) Tandem Switched Facility Rate applies per access minute per mile	\$0.000220
	<u>Charge</u>
(B) Tandem Switching-Transport Interconnection Rate applies per access minute per tandem	\$0.004077

SECTION 4 - RATES AND CHARGES (cont'd.)

4.1 Switched Access Service (cont'd.)

4.1.1 Switched Access Service (cont'd.)

4.1.4 Local Transport

Monthly Recurring Charge

(A)	Entrance Facility, charge per termination	
.1	Voice Grade Two-Wire	\$41.29
.2	Voice Grade Four-Wire	\$66.07
.3	High Capacity DS1	\$176.82
.4	High Capacity DS3	\$2,051.19
(B)	Direct Trunked Transport, charge per mile	
.1	Voice Grade	\$2.94
.2	High Capacity DS1	\$19.14
.3	High Capacity DS3	\$131.77
(C)	Direct Trunked Termination, per termination	
.1	Voice Grade	\$29.56
.2	High Capacity DS1	\$94.38
.3	High Capacity DS3	\$525.64

4.1.5 Non-recurring Charges Charge

(A)	Transport - Installation per Entrance Facility	
.1	Voice Grade Two-Wire	\$230.00
.2	Voice Grade Four-Wire	\$230.00
(B)	High Capacity DS1	\$258.00
(C)	High Capacity DS3	\$267.00
(D)	Trunk Activation	\$310.00
	Per 24 trunks activated or fraction thereof,	
	On a per order basis	

SECTION 4 - RATES AND CHARGES (cont'd.)

4.1 Switched Access Service (cont'd.)

4.1.1 Switched Access Service (cont'd.)

4.1,5 Non-recurring Charges (cont'd.) Charge

(E) Multiplexing

.1 DS3-1 \$474.31

.2 DS1-V \$83.12

4.2 Toll Free Database Access Service Queries

4.2.1 Charge per query \$0.0055 (D)

For the current database query rates see F.C.C. Tariff No. 2 of Zayo Group, LLC located (N)
at the following web address: <https://www.zayo.com/policies/us-tariffs>. (N)

4.3 Subscriber Line Charge Monthly Recurring Charge

4.3.1 Residence, Primary Line \$3.50
4.3.2 Residence, Non Primary \$6.07
4.3.3 Business, Single-Line \$3.50
4.3.4 Business, Multi-Line \$6.37
4.3.5 ISDN-BRI, per facility \$6.07
4.3.6 ISDN-PRI, per facility \$31.82
4.3.7 Centrex, per station line \$6.37

4.4 Presubscribed Interexchange Carrier Charge

4.4.1 Residence, Primary Line \$1.04
4.4.2 Residence, Non-Primary \$2.53
4.4.3 Business, Single-Line \$1.04
4.4.4 Business, Multi-Line \$4.21
4.4.5 ISDN-BRI, per facility \$2.53
4.4.6 ISDN-PRI, per facility \$21.05
4.4.7 Centrex, per station line \$0.47

SECTION 4 - RATES AND CHARGES (cont'd.)

4.5	Access Service Request Charges	Non-recurring Charge
	4.5.1 Access Service Request, Charge per order	\$136.00
4.5.2	Service Date Change Charge A Service Date Change Charge will apply, On a per order per occurrence basis, for each Service date changed. The Access Order Charge set forth in Section 4.5.1 does not apply. The applicable chargers:	
	Service Date Change Charge, per order	\$53.00
4.5.3	Design Change Charge The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:	
	Design Change Charge, per order	\$53.00
4.5.4	Miscellaneous Service Order Charge	
	Charge per occurrence per order	\$53.00

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Issued By:

Corporate Attorney
Zayo Group, LLC
1821 30th Street, Unit A
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Effective Date: January 1, 2024

SECTION 4 - RATES AND CHARGES (cont'd.)

4.6 Labor and Engineering Charges		Charge Per Each 30 Minutes or Fraction Thereof
Labor and Engineering Periods		
4.6.1 Basic time per technician's or engineer's normally scheduled working hours		\$21.25
4.6.2 Overtime per technician's or engineer's normally scheduled working hours		\$31.88
4.6.3 Premium time per technician's or engineer's normally scheduled working hours		\$45.50
4.7 Miscellaneous Charges		
4.7.1 Telecommunications Service Priority		
Per service arranged		\$54.63
4.7.2 Controller Arrangement Monthly Recurring Charge		
Per arrangement		\$100.00

SECTION 4 - RATES AND CHARGES (cont'd.)

4.8 Presubscription Changes

Charges are assessed to the subscriber as a one-time, non-recurring charge.

	Non-Recurring Charge
4.8.1 Unauthorized PIC Change Charge	\$5.00
4.8.2 Unauthorized PIC Change Charge	
Residence/Business	
Par telephone Exchange Service Line or Trunk	\$35.65
Per Pay Telephone Exchange Service Line or Trunk	\$57.57