KENTUCKY

ACCESS SERVICES TARIFF

OF

BLC Management LLC d/b/a Angles Communication Solutions

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive telecommunications access service and facilities provided by BLC Management LLC d/b/a Angles Communication Solutions ("Angles") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 7850 Stage Hills Blvd., Bartlett, TN 38133

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SECTION 9 (1)

By _____
Executive Director

By: K. Brian Cox, CEO
7850 Stage Hills Blvd, Suite 108
Bartlett, TN 38133

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
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* Indicates pages included in this filing

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By _____ ry 17, 2006
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By: K. Brian Cox, CEO
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Bartlett, TN 38133

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SYMBOLS

The following symbols are used for the purposes indicated below:

C	Change in term or condition of service.
D	Deleted or discontinued.
I	Change resulting in an increase to a customer's bill.
M	Moved from another tariff location.
N	New.
R	Change resulting in a reduction to a customer's bill.
T	Change in text but no change in rate.

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TARIFF FORMAT

A. **Page Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the sheet currently in effect.

C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subordinate to the next higher level:

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

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1- DEFINITIONS

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

Access Code: A seven-digit code assigned by the Company for use by a Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

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

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

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

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

Commission: The Kentucky Public Service Commission.

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

Company: BLC Management LLC d/b/a Angles Communication Solutions, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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SECTION 1- DEFINITIONS (Cont'd.)

Customer: The person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

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

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

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

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

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

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

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

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SECTION 1- DEFINITIONS (Cont'd.)

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

Local Traffic: Traffic is "Local Traffic" under this tariff is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Company Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

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

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

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

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

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

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SECTION 1- DEFINITIONS (Cont'd.)

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

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

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

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

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

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

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

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

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

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

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

Wireless Provider: Any carrier providing cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 2- RULES AND REGULATIONS

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions

2.1.1 Scope

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

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

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

2.1.2 Shortage of Equipment or Facilities

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

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

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

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.3 **Terms and Conditions**

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer in writing on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff a month is considered to have 30 days.

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

C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3 .D below.

D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.4 **Liability of the Company**

A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. 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, repair interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.

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

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installation.

G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranty or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment that result from the operation of Customer-provided systems, equipment, facilities or service that are interconnected with Company services.

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the provisions set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.5 **Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.6 **Provision of Equipment and Facilities**

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

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

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

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

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

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

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 **Non-routine Installation**

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

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

2.1 Undertaking of BLC Management LLC d/b/a Angles Communication Solutions (Cont'd.)

2.1.8 **Special Construction**

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

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

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

C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

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

G. installation involving abnormal costs; or

H. in advance of the Company's normal construction schedules.

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

2.1.9 **Ownership of Facilities**

Facilities used by the Company to provide service under this tariff remain the property of the Company, its agents, contractors or suppliers.

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 **The Customer shall be responsible for**:

A. the payment of all applicable charges pursuant to this tariff

B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by (1) the acts or omissions of the Customer; (2) the noncompliance by the Customer with these regulations; or (3) fire, theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

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

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

2.3 Obligations of the Customer (Cont'd.)

2.3.1 The Customer shall be responsible for: (Cont'd.)

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space on the Customer's Premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way which Customer is responsible for obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing or, upon termination of service as stated herein, removing the facilities or equipment of the Company; and

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

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

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

2.3.2 **Claims**

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

A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 **Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole-number percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. Originating Access: Originating access minutes are traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected originating PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected originating PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting. (Cont'd.)

B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor indicating the percentage of interstate terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer for a quarter, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

C. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply a jurisdictional reports for a service, the Company will apply the default percentages as provided in 2.3.3.A and 2.3.3.B above.

D. Jurisdictional Reports Verification: If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine its projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting. (Cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for the purpose of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 **General**

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

2.4.2 **Station Equipment**

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer when temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

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

2.4.2 Station Equipment. (cont'd.)

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

2.4.3 **Interconnection of Facilities**

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

B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of the tariffs of such other communications carriers that are applicable to such connections.

2.4.4 **Inspections**

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

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

2.4.4 Inspections (cont'd.)

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for such corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 **Payment for Service**

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

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

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

2.5 Payment Arrangements (Cont'd.)

2.5.2 **Billing and Collection of Charges**

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

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

Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer. Notwithstanding the above, the Company may back-bill usage for a period of up to two years.

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

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

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

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

2.5 Payment Arrangements (Cont'd.)

2.5.3 **Refusal and Discontinuance of Service**

A. Upon nonpayment of any amounts owing to the Company, the Company may, after giving written notice to the Customer, discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

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

1. immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if

(a) the Customer refuses to furnish or furnishes false information to the Company regarding the Customer's creditworthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

(b) the Customer states that it will not comply with a request of the Company for security for the payment for service(s); or

(c) the Customer has been given written notice by the Company of an unpaid past due amount for any of the Company's other Common Carrier communications services; or

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

I. using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or

IV. continuing to have Company End Users presubscribed to the Customer; or

V. any other Fraudulent means or devices; or

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2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

F. (cont'd.)

2. upon failure to receive payment within five (5) days of the payment due date; or

3. five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five-day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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

2.5.4 **Cancellation of Application for Service**

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

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

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

2.6 Allowances for Interruptions in Service

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

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

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

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

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

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

2.6.2 **Limitations on Allowances**

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G interruption of service due to circumstances or causes beyond the control of the Company.

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2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

2.8.2 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.

2.8.3 The Company may designate an agent to which the Customer shall make payment for the benefit of the Company. If the Company designates such an agent, payments will not be credited to the Customer's account until payment is received by the Company's agent as designated on the bill. The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

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

2.9 Meet Point Billing

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

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

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SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

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

3.1.1 Ordering Conditions

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

3.1.2 Minimum Period of Service

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

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

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

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

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

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

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SECTION 4- SWITCHED ACCESS SERVICE

4.1 General

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

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

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

Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

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

4.2.2 **Call Types.** The following Switched Access Service call types are available:

A. Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end-of-dialing-digit (#) for cutthrough access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

B. Originating 800 FG Access

When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

C. Terminating FG Access

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

Calls originating on Company lines to 8XX numbers will be billed at the terminating access rate.

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SECTION 5- SWITCHED ACCESS RATES

5.1 General

Three types of rates and charges apply to Switched Access Service:

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

5.2 Rate Categories

5.2.1 Switched Access Usage

Switched access charges may be based on a single blended rate that recovers any or all of the following cost categories:

- Carrier Common Line Charge – Originating
- Carrier Common Line Charge – Terminating
- Tandem Switched Transport, per Minute
- Tandem Switched Transport, per Minute per Mile
- Transport Interconnection Charge
- Tandem Switching
- End Office Switching
- Non-Traffic Sensitive Cost Recovery Element- Terminating

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX database. Query charges apply for each toll-free message in addition to usage charges applicable for switched access service.

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

5.2.3 **Optional Features, Specialized Service or Arrangements**

Specialized Service or Arrangements and optional features may be provided by the Company at the request of the Customer on an Individual Case Basis (ICB) if such services, arrangements or features meet the following criteria. ICBs shall be filed with the Commission.

(1) The service(s) or arrangement(s) are not offered under other sections of the tariff,

(2) The service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices, and

(3) The offering is subject to availability of Company personnel and capital resources.

5.3 Billing of Access Minutes

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

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

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

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

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5.4 Rates and Charges

5.4.1 End Office Switching

Originating, per Minute	$0.019346
Terminating, per Minute	$0.053846

5.4.2 Toll-Free 8XX Data Base Query

Per Query	$0.0100

5.4.3 Switched Access Optional Features, Specialized Service or Arrangements

Specialized Service or Arrangements and optional features may be provided by the Company on an Individual Case Basis (ICB).

5.4.4 Miscellaneous Charges

Customer Requested Due Date Change[1,2]	$50 per order
Customer Requested Expedite[2]	$250 per location, per order
Cancellation (after 3 business days from order placement)[2]	Full NRCs + $250 per order
Design Change, DSO/DS1[2]	$150 per circuit
Design Change, DS3 and higher[2]	$300 per circuit
Administrative Processing[2]	$25 per order
Network blocking charge	$0.01 per call

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

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

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SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be filed with the Commission and made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that maybe offered by the Company from time to time.

6.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Commission.

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SECTION 7 – WIRELESS TERMINATION

7.1 General Provisions

This section of the tariff details how traffic between the Company and Commercial Mobile Radio Service (CMRS) providers will be billed.

The Company will use the following default factors to bill CMRS traffic:
2% InterMTA
98% IntraMTA

The default factors for all categories of traffic will be as follows:
75% Terminating (Wireless to Landline)
25% Originating (Landline to Wireless)

These default factors shall be used until revised by mutual agreement or when actual usage records are available.

7.2 Compensation Rate Application

The Company will bill CMRS providers and be compensated by CMRS providers for the net difference of IntraMTA Traffic between them as described in Paragraph 7.3.1 following at the terminating per MOU rate set forth in Paragraph 7.5 following.

The Company and CMRS providers contemplate the exchange of InterMTA traffic. Charges for the transport and termination of InterMTA traffic shall be in accordance with the Company's filed access tariffs. Paragraph 7.3.2 following describes how the Company will bill CMRS providers for this traffic.

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SECTION 6-WIRELESS TERMINATION, (Cont'd.)

7.3 Example of Rate Application

The Company will prepare its bill in accordance with existing CABS/SECABS billing systems using the following formula:

7.3.1 The Company will bill CMRS providers for the 50% net difference of the IntraMTA traffic (98% of the total traffic) originated by each CMRS provider and terminated to the Company and originated by the Company and terminated to each CMRS provider. This 50% net difference is derived by subtracting the CMRS providers' 25% portion of the total IntraMTA MOUs from the Company's 75% portion of the total IntraMTA MOUs.

For example: The total IntraMTA traffic (98% of 200K MOU of total traffic) between the Company and a CMRS provider is 196K MOU. Using the formula described above, the Company's share of this traffic is 147K MOU (75%) and the CMRS providers' share of this traffic is 49K MOU (25%). The net difference of 98K MOU (50%) is derived by subtracting the CMRS provider share of 49K MOU from the Company's share of 147K MOU. The Company would then bill the CMRS provider the net difference of 98K MOU times the terminating compensation rate per MOU of $0.013.

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7.3.2 The Company will bill CMRS providers for the 50% difference of the InterMTA traffic (2% of the total traffic) originated by each CMRS provider and terminated to the Company and originated by the Company and terminated to each CMRS provider. This 50% net difference is derived by subtracting the CMRS provider's 25% portion of the total InterMTA MOUs from the Company's 75% portion of the total InterMTA MOUs.

For example: Using the same billing cycle traffic used in the example in Paragraph 6.3.1 above, the total InterMTA traffic (2% of 200K MOU of total traffic) between the Company and a CMRS provider is 4K MOU. Using the formula described above, the Company's share of this traffic is 3K MOU (75%) and the CMRS providers' share of this traffic is 1K MOU (25%). The net difference of 2K MOU (50%) is derived by subtracting the CMRS provider share of 1K MOU from the Company's share of 3K MOU. The Company would then bill the CMRS provider the net difference of 2K MOU times the charges contained in the Company's intrastate or interstate access tariffs as described in Paragraph 7.2 above.

7.4 Timing

The Company and CMRS providers will exchange billing information on a monthly basis. Payment arrangements are as shown in Section 2.5.

7.5 IntraMTA Terminating Compensation Rate

	Per Terminating Conversation Minute
Termination (End Office switching)	$0.013

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