This tariff, Business Telecom, Inc. d/b/a EarthLink Business IV Kentucky Tariff No. 6, replaces in its entirety, Business Telecom, Inc. d/b/a BTI Tariff No. 3, which is currently on file with the Commission.

TITLE SHEET

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO ACCESS SERVICES

WITHIN THE STATE OF KENTUCKY

This tariff contains the rates and regulations of the Company and may be viewed at the Company's principle place of business located at 1375 Peachtree Street, Level A, Atlanta, GA 30309.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
9/14/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Business Telecom, Inc.
d/b/a EarthLink Business IV
1375 Peachtree Street, Level A
Atlanta, GA 30309
Issued By: Vice President, Tax

Issued: August 30, 2011

Effective: September 14, 2011

EXCHANGE ACCESS SERVICES

The Title Page and Pages of this Tariff are effective as of the date shown at the bottom of the respective sheet(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 page.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and point to point service by Business Telecom, Inc. d/b/a EarthLink Business IV (hereinafter "The Company").

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EXPLANATION OF SYMBOLS

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

(C)	-	To signify changed regulation
(D)	-	To signify discontinue rate or regulation
(I)	-	To signify increased rate
(M)	-	To signify a move in the location of text
(N)	-	To signify new rate or regulation
(R)	-	To signify reduced rate
(S)	-	To signify reissued matter
(T)	-	To signify a change in text but no change in rate or regulation

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this Tariff for the Access Services of this Company are defined below:

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

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

Access Order Charge: The Access Order Charge is applied to all customer requests for new, additions, changes or rearrangements to existing Special and Switched Access Service.

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

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

Additional Engineering: Additional Engineering will be undertaken only after the Company has notified the customer that additional engineering charges apply and the Customer agrees to such charges.

Additional Labor: Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Intrastate Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

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 acts or omissions, to use Access Services.

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SECTION 1 - DEFINITIONS (CONT'D.)

Billing Name and Address (BNA) Service: "BNA Service" denotes the provision to an intrastate telecommunications service provider by the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company.

Bit: The smallest unit of information in the binary system of notation.

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

Channel(s): An electrical or, in the case of fiber optic based transmission systems, a photonic communications path between two or more points of termination.

Channelize: The term "channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

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

Company: Business Telecom, Inc. d/b/a EarthLink Business IV, which is the issuer of this Tariff.

Commission: The Kentucky Public Service Commission.

Conventional Signaling: The inter-machine signaling system has traditionally used in North America for the purpose of transmitting the called number's address digits from the originating switching center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

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SECTION 1 - DEFINITIONS (CONT'D.)

Customer Premises: Location designated or used by the Customer for the provision of Access Service.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

800 Data Base Access Service: The term A800 Data Base Access Service@ denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

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

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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

Hub: The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

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.

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SECTION 1 - DEFINITIONS (CONT'D.)

Interexchange Carrier (IC) 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.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits, per second.

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

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

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

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

Mbps: Megabits, or millions of Bits, per second

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

Network: The Company's digital fiber optic based network located in the Continental United States.

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

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

On-Hook: The idle condition of Switched Access or a telephone exchange service line.

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

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

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

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 interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the local switching center that serves the End User.

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

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SECTION 1 - DEFINITIONS (CONT'D.)

Service Commencement Date: The first day following the 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 Section of this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties 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 the Customer.

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 ASR by the Customer and acceptance thereof 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.

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

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several customers.

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).

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

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SECTION 1 - DEFINITIONS (CONT'D.)

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating and terminating communications.

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

Transmission Path: An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way and/or two-way information intrastate transmission between points under the terms of this Tariff.

The Company does not undertake to transmit messages under this Tariff.

The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.

The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

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.

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 services as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Limitations

A. Assignment or Transfer of Service

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

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

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

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification

All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.2 Limitations, (cont'd.)

B. Use and Restoration of Service

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

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 may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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. Customer will also be required to execute any other documents as may be reasonably requested by the Company. Customers originating or terminating traffic on the Company's facilities without a written Service Order will be deemed, by nature of their intent to utilize Company's facilities, to have relinquished their rights relating to the issuance of a Service Order.

C. 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 terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

D. This Tariff shall be interpreted and governed by the rules and regulations of the Kentucky Public Service Commission.

E. 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 2.1.3.F below.

F. 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.

2.1.4 Liability of the Company

A. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (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 provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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

B. 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. 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.

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, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military Commission; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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

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

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

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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

H. Notwithstanding the Customers obligations as set forth in Section 2.3, 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.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

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

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

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

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 which result from the operation of Customer-provided systems, equipment, facilities or service which 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, location or use of service furnished by the Company at such locations.

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2.1 Undertaking of the Company (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 limitations, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria ser forth in Section 2.1.6, 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 an/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.

O. The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

P. With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting Carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

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2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service Affecting Activities

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

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.

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2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (cont'd.)

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.

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

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

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

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

G. The Company 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.

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2.1 Undertaking of the Company (Cont'd.)

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.

2.1.8 Special Assembly

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will file the Special Assembly including the contract of terms, conditions and rates by letter with the Communications Division of the Commission.

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2.1 Undertaking of the Company (Cont'd.)

2.1.9 Ownership of Facilities

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

2.1.10 Notification of Customers

The Company is not responsible for End User notification in those instances where the End Users of the Customer are unable to originate or terminate a toll call on the Company's network due to no payment or disconnection of access service.

2.1.11 Determination of Switched Access Jurisdiction

A. When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use or messages, the Company will bill according to these actual minutes of use and will not use Customer reported Percent Interstate Usage (PIU) factors.

B. When the Company receives insufficient call detail to determine the jurisdiction, the Company will apply the Customer's projected PIU factor to apportion the usage between interstate and intrastate.

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2.2 Prohibited Uses

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

2.2.2 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 FCC 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.

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2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

A. the payment of all applicable charges pursuant to this Tariff, whether ordered by a Service Order, originated from a customer location or terminated directly to the Company's facilities;

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

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. 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;

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2.3 Obligations of the Customer (Cont'd.)

2.3.1 Customer Responsibilities, (cont'd.)

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 for which Customer is responsible for obtaining under Section 2.3.1.D; and granting or obtaining permission.

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 invites 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 invites;

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2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims, (cont'd.)

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.

A. The Customer must upon ordering or first receiving service from the Company furnish the projected percentage of interstate usage to the Company. The report shall identify the Customer's Carrier Identification Code (CIC) and provide PIU by state, Operating Company Number (OCN), traffic type and traffic direction. The report shall be delivered to the Company via U.S. Mail, email or overnight delivery to the address as listed on the customer's monthly invoice.

For purposes of developing the projected interstate percentage, the Customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The Customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

The Customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the Customer provides the PIU factor, the Company will subtract the provided PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate usage will equal 100 percent.

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2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

B. Customers that provide the Company with an initial report must provide quarterly updates. Quarterly updates must arrive for processing by the last business day of the month following each calendar quarter (e.g., last business day in January, April, July and October). Except where the Company is billing according to actuals by jurisdiction, the revised report will serve as the basis for the next three months billing beginning with the first billing period after the Company processes the quarterly report. If the report is not received as specified herein, the Company will not be responsible for implementing the projected and/or revised PIU in the manner described herein. No prorating or back billing will be done based on the report. Any late reports delivered to the Company will go into effect the next calendar quarter.

If the Customer does not supply an initial projected PIU as specified herein, the Company will use a default PIU of zero percent until such time as the Customer does supply such reports. If, after the Customer supplies a projected and/or revised PIU, the Customer fails to update such PIU for any reporting period (to be effective January, April, July or October), the Company will use a default PIU of zero percent until such time as the Customer does supply a revised PIU as specified herein.

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2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

C. Maintenance of Customer Records

The Customer shall retain for a minimum of nine (9) months call detail records that substantiate the interstate percent provided to the Company as set forth in B. preceding for Switched Access Service. Such records shall consist of the following, if applicable:

1. All call detail records such as work papers and/or backup documentation including, paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network; and,

2. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

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2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

D. Jurisdictional Reports Verification

1. Billing Dispute/Regulatory Commission Inquiry

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

2. Company Traffic Studies

The Company may, at its sole discretion, conduct its own traffic studies to validate the Customer's projected/revised PIU. If the Company determines from the traffic studies a variance in the reported PIU, the Company will ask the Customer to provide the data the Customer used to determine the projected PIU factor. The Customer shall supply the data within 30 days of the Company's request. The Customer's PIU may be adjusted based upon the Company's traffic studies if the Customer does not provide the information as requested by the Company.

E. Company Audit

On thirty (30) days written notice, the Customer must provide the Company the ability and opportunity to conduct an annual audit to ensure proper billing of traffic. The Customer shall keep records of call detail for a minimum of nine (9) months from which a PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Customer. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditory paid for by the Company unless the results of the audit determine that the Customer has overstated the PIU by ten percentage points (10%) or more, in which case the Customer will be responsible for the costs of the audit. Once the audit is completed, the PIU shall be adjusted based upon the audit results. The Company shall apply this audited PIU to the period covered by the audit. If in the Company's favor, the Company will apply this audited PIU to the usage for up to two quarters following the period covered by the audit and/or for up to the lesser of (i) two years prior to the period covered by the audit period covered by the applicable statute of limitations.

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2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

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

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2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

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

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

2.4.4 Inspections

A. Upon reasonable notification to 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 maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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

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2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

B. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on intrastate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of intrastate access charges in that state. The surcharge will be shown on a separate line item on the Customer's monthly invoice.

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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.

A. Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for Non-Recurring Charges monthly to the Customer.

B. The Company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.

C. When service does not being 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, based on the actual calendar month.

D. Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.5 Payment Arrangements (Cont'd.)

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

E. Amounts not paid within 30 days after the date of invoice will be considered past due. 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 2.5.6 and later restored, restoration of service will be subject to all applicable installation charges.

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

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2.5 Payment Arrangements (Cont'd.)

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

G. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved.

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company's local switching center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connection rate elements as specified in this Tariff.

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

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

1. The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's local switching center through a switch operated by another Exchange Carrier.

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2.5 Payment Arrangements (Cont'd.)

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

G. (Cont'd.)

2. In addition, for FGD Switched Access Service ordered to the Company's local switching center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

3. Separate bills will be rendered by the Exchange Carrier for FGD access service.

4. Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff, subject to the following rules, as appropriate:

a. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's premises, and vice versa.

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2.5 Payment Arrangements (Cont'd.)

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

H. Invoice Reprint Charge

At the Customer's request, a reprint of a previous complete invoice can be provided. Charges for the provision of a duplicate invoice are set below.

The duplicate bill will contain the same billing detail as the primary bill.

Each FTP CD copy of monthly bill	$25.00
Each BDT CD copy of monthly bill	$25.00
Each BDT Electronic copy of monthly bill	$25.00

Delivery Charges

Each package shipped via 2-day mail*	$25.00
Each package sent electronically**	$20.00

* Invoices will be sent via 2-day mail, so that proof of delivery will be received.

** Sending invoices electronically is only an option if the customer receives its regular invoices electronically. A system receipt showing date and time the file is received will act as proof of delivery.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance payment before services are furnished. The Advance Payment will not exceed an amount equal to one month's estimated usage charges for the service or facility. An Advance payment may be required in addition to a deposit.

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2.5 Payment Arrangements (Cont'd.)

2.5.4 Late Payments

A. All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by the lesser of (i) 1.5 percent monthly or (ii) the highest amount allowable by law.

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

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2.5 Payment Arrangements (Cont'd.)

2.5.5 Deposits

A. The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months usage.

Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

B. The Company will pay interest on deposits held longer than ninety (90) days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.

C. At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits should not be held longer than one year and all other deposits should not be held all other deposits should not be held longer than two years provided the Customer has established satisfactory credit during the period.

D. When the Company requires a deposit from any residential Customer, said Customer shall be permitted to pay it in three (3) consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars ($40.00). Provided however, that the Company shall have the discretion to allow payment of any deposit (more or less than $40.00) over a longer period of time to avoid undue hardship.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Refusal and Discontinuance of Service

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

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

D. Upon 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.

E. 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.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

F. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A or 2.5.6.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.

G. When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose local switching center serves the Customer shall apply for joint service discontinuance.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

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

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6.H.1.(a-f), if:

a. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

b. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

c. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.5.A; or

d. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or used; or

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

H. (Cont'd.)

1. (Cont'd.)

e. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or the intent to void the payment, either in whole or in part, of the listed charges for the service by:

f. The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the listed charges for the service by:

1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or

2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

3. Any other fraudulent means or devices; or

I. Immediately upon written notice to the Customer of any sum thirty (30) days past due;

J. Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5.A; or

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

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

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

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2.5 Payment Arrangements (Cont'd.)

2.5.7 Cancellation of Application for Service

A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.3.

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

C. The special charges described in 2.5.7.A and 2.5.7.B will be calculated and applied on a case-by-case basis.

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2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata 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.

C. For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct FGD Access charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

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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 the 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.

Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the listed rates and charges for the alternative service used.

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

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1), the Customer agrees to pay to the Company the following sums which shall become due and owning as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an Access Service Request.

2.8 Transfer and Assignment

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

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2.9 Notices and Communications

2.9.1 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.

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

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

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

2.9.5 The Customer will be responsible for notification of all of its end users when the Customer cancels access service. The Company will not be liable for any complaints received by the Customer from end users that were not notified of the cancellation of access services.

2.10 Return Check Charge

The Customer will be assessed a return check charge of $20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor.

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SECTION 3 - ORDERING OPTIONS

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

Services offered under this Tariff may be ordered using an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

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

A. Customer name and Premise(s) address(es);

B. Billing name and address (when different from Customer name and address);

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.1 General (Cont'd.)

3.1.2 Provision of Other Services

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

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 8.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order

An ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. Customers originating or terminating traffic on the Company's facilities without a written ASR will be deemed by nature of their intent to utilize the Company's facilities, to have relinquished their rights relating to the issuance of an ASR.

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

When placing an order for service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

A. Standard Interval

The Standard Interval for Switched Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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3.2 Access Order (Cont'd.)

3.2.1 Access Service Date Intervals, (cont'd.)

B. Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

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

2. There is no existing facility connecting the Customer Premises with Company; or

3. The Customer requests a service that is not considered by the Company to be a standard service offering; or

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

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date.

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

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3.2 Access Order (Cont'd.)

3.2.2 Access Service Request Modification

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

A. Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement 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. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.2 Access Service Request Modification, (cont'd.)

A. Service Commencement Date Changes (Cont'd.)

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 on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 8.3.2.

B. Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR 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 charges, as set forth in Section 8.3.2, are in addition to any Service Date Change Charges that may apply.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.2 Access Service Request Modification, (cont'd.)

C. Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.2 Access Service Request Modification, (cont'd.)

C. Expedited Order Charge (Cont'd.)

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 8.3.1.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. 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. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 8.3.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

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 Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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SECTION 3 - ORDERING OPTIONS (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.4 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;
2. A move by the Customer to a different building;
3. A change in type of service;
4. A change in Switched Access Service Interface;
5. A change in Switched Access Service Traffic Type;

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 the applicable minimum monthly charge for the capacity made available to the Customer.

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

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SECTION 4 - SPECIAL ACCESS SERVICE

4.1 General

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D.)

4.2 Transmission Service

4.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way connections.

4.2.2 Digital Channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

2.4 Kbps
4.8 Kbps
9.6 Kbps
19.2 Kbps
56.0 Kbps
64.0 Kbps (DS0)
1.544 Mbps (DS1)
44.736 Mbps (DS3)

Digital Channels operating at speeds other than those listed above may be provided at the Company's option.

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SECTION 5 - SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two point communications path between a Customer's 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 locations to an End User's Premises.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements

5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and provides trunkside access to the Company's local switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Services if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXX, NPA + NXX-XXX, 0 or 1 + NPA + NXX-XXX, and, when the local switching center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.1 Feature Group D (FGD) Access, (cont'd.)

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

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to 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.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.3 Rate Categories

The rate categories are as follows:

Direct FGD Access
Indirect Tandem FGD Access
800 Data Base Access Service
Optional Features

Except as stated as follows, Indirect Tandem Access Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2.G (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

A. Direct FGD Access

The Company will provide Direct FGD Access between the Customer's Premises and the Company's local switching center switch(es). This transmission path is Dedicated to the use of a single Customer. DS0, DS1 and DS3 facilities are available for Direct FGD Access Service. A DS0 facility is capable of transmitting electric signals at a nominal 64 Kbps. A DS1 facility is capable of transmitting electric signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is cable of transmitting electric signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface.

The Direct FGD Access consists of transport and local switching charges based on originating and terminating access.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.3 Rate Categories, (cont'd.)

B. Indirect Tandem FGD Access

Indirect Tandem FGD Access consists of circuits from the Customer's tandem provider to the Company's local switching center.

The Indirect Tandem FGD Access consists of transport and local switching charges based on originating and terminating access.

C. 800 Data Base Access Service

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

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per call query basis.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.3 Rate Categories, (cont'd.)

D. Switched Access Service Optional Features

1. Nonchargeable Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following nonchargeable optional feature, as described in Section 5.5.1, in association with Switched Access Service.

a. Supervisory Signaling

2. Chargeable Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

a. 800 Data Base Access Service Basic Query
b. Signaling Transfer Point Access

3. Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.A.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.3 Rate Categories, (cont'd.)

D. Switched Access Service Optional Features (Cont'd.)

3. Feature Group D Optional Features (Cont'd.)

a. At the Customer's option, the following standard features are available at the rates specified in Section 8.4:

1. Alternate Traffic Routing
2. Automatic Number Identification (ANI)
3. Cut-Through
4. Service Class Routing
5. Feature Group D with 950 Access
6. Signaling System 7 (SS7)
7. Basic Initial Address Message Delivery
8. Called Directory Number Delivery
9. Flexible Automatic Number Identification Delivery

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.4 Billing Validation

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

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5.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

5.2.5 Design Layout Report

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

5.2.6 Acceptance Testing

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

5.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Included in Section 8.1.3 are other charges which may be associated with ordering Switched Access Service.

5.2.8 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

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5.3 Obligations of Company

5.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunication users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.5.6 and/or damages under Section 2.1.4.

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5.4 Obligations of the Customer

5.4.1 Report Requirements

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.3.3. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

5.4.2 Supervisory Signaling

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

5.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.5 Switched Access Optional Features

5.5.1 Nonchargeable Optional Feature

A. Supervisory Signaling: Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

5.5.2 Chargeable Optional Feature

A. 800 Data Base Access Service: The Customer will be charged a per query charge based on a query of the 8XX-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

B. Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 8.4.5 will apply.

5.5.3 Feature Group D Optional Features

A. Common Switching Optional Features

1. Alternate Traffic Routing: This option provides the capability of directing originating traffic from a local switching center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises.

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5.5 Switched Access Optional Features (Cont'd.)

5.5.3 Feature Group D Optional Features (Cont'd.)

A. Common Switching Optional Features (Cont'd.)

1. (Cont'd.)

Multiple Customer Premises Alternate Routing is also available where originating traffic from a local switching center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and then additional originating traffic from the same local switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

2. Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a local switching center software function which is associated on a call by call basis with: 1) all individual transmission paths in a Trunk group routed directly between a local switching center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a local switching center and an Access Tandem, and a Trunk group between an Access Tandem and a Customer's Premises.

The ten-digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as multi-party lines or ANI failure, in which case only the NPA will be transmitted.

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5.5 Switched Access Optional Features (Cont'd.)

5.5.3 Feature Group D Optional Features (Cont'd.)

A. Common Switching Optional Features (Cont'd.)

3. Cut-Through: This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.

4. Service Class Routing: This option provides the capability of directing originating traffic from a local switching center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per local switching center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

5. Feature Group D with 950 Access: This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.

6. Signaling System 7 (SS7): This option provides out of band transmission of SS7 protocol signaling information between the local switching center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

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SECTION 5 - SWITCHED ACCESS SERVICE (CONT'D.)

5.5 Switched Access Optional Features (Cont'd.)

5.5.3 Feature Group D Optional Features (Cont'd.)

A. Common Switching Optional Features (Cont'd.)

7. Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

8. Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating local switching center. This option is available except when FGD is provided with 950 access or Cut-Through features.

9. Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature of SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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5.6 SS7 Interconnection

5.6.1 General

Rates for the Company's Signaling Service apply where the Customer interconnects with the signaling network at the Company's STP, from the Customers' own SP/SSPs, or from a Third Party Provider of SS7 services.

5.6.2 Rate Regulation

A. There are recurring and non-recurring charges that apply for each Link Termination and Port that is established.

B. Non-recurring charges apply for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applied for each OPC removed. The OPC charge applies on a per service basis.

C. Usage charges apply for the formulation, transport and switching of ISUP or TCAP messages related directly to the Customer's origination and termination of switched access services throughout the Company's network. The Company may bill these charges by using a surrogate charge or as a per message fee as delineated in 5.6 following. To the extent non-local SS7 messaging is billed to the Company by another carrier, the Company will bill the carrier reciprocal SS7 charges for the number of messages billed.

D. Where the Customer chooses to bill on a per message basis, the Company will assess ISUP usage charges per signaling message delivered to or from the Customer, regardless of direction, through the dedicated port connection with the Company. TCAP usage charges will be assessed per signaling message delivered to or from the customer, regardless of direction, for such services as Toll Free Access Service, 500 Access Service, LIDB, LNP Query, EOLS, and TCAP Message Transmission.

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5.6 SS7 Interconnection (Cont'd.)

5.6.3 Reporting SPIU and SPLU Factors

A. SPIU

If Customer has access to CCS7 Signaling Services monitoring software, then that carrier may use this software to identify the appropriate jurisdictional factors (Signaling Percent Interstate Usage and Signaling Percent Local Usage) on its signaling with Company and report these factors in the same format detailed herein. If however Customer does not have access to CCS7 Signaling Services monitoring software, then an SPIU for CCS7 Signaling Services shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services. The signals associated with billed minutes that are jurisdictionally interstate, as a percentage of the signals associated with total billed minutes shall be reported as the CCS7 Access SPIU. Where the customer is a "third Party Provider" of CCS7 services then the SPIU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Carriers developing and reporting an SPIU in this manner shall inform Company of the methodology used to determine the signals associated with billed minutes that are jurisdictionally interstate and the methodology used to determine the signals associated with total billed minutes.

B. SPLU

Where Customer is an approved local service provider, then the Customer may report an SPLU in the following manner:

1. If Customer has access to CCS7 Signaling Services monitoring software, then that Customer may use this software to identify the appropriate jurisdictional factors (SPIU/SPLU) on its signaling with Company and report these factors in the same format detailed herein.

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5.6 SS7 Interconnection (Cont'd.)

5.6.3 Reporting SPIU and SPLU Factors (Cont'd.)

B. SPLU (Cont'd.)

2. If, however, a Customer does not have access to CCS7 Signaling Services, factors shall be developed and reported based upon the associated billed minutes of use for SWA Usage based services and Local services. The signals associated with billed minutes that are jurisdictionally local as a percentage of the signals associated with total intrastate billed minutes shall be reported as the CCS7 Access SPLU. Where the customer is a Third Party provider of CCS7 services then the SPLU will be developed based upon a weighted average of all of that provider's "Third Party Customer's" end user traffic. Customers developing and reporting an SPLU in this manner shall inform Company of the methodology used to determine the signals associated with billed minutes that are jurisdictionally local and the methodology used to determine the signals associated with total intrastate billed minutes.

C. Example

In determining a factor for intrastate, non-local traffic, consider the following example:

Based on evaluating SWA usage-based services and local interconnection services, a Customer has determined that its signaling traffic merits an SPIU of 80 and SPLU of 60. As such the following will then be true:

80% of the carrier's signaling messages will be billed as interstate of the remaining 20%, 60% of the 20% (.60x .20 = .12), 12% will be billed as local. And, the final 8% will be billed as intrastate, non-local.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

6.1 General

A Service Order Charge may be applicable to services ordered from this section.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (CONT'D.)

6.2 Additional Engineering

Additional Engineering, including engineering reviews, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in Section 9 will apply, and the Customer agrees to such charges.

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

A. a Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.

B. a Customer requested Design Change requires the expenditure of additional engineering time. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the customer authorizes the Company to proceed with the Design Change.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (CONT'D.)

6.3 Additional Labor

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth below. The Company will notify the Customer that the Additional Labor charges will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

6.3.1 Overtime Installation

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

6.3.2 Overtime Repair

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

6.3.3 Standby

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

6.3.4 Testing and Maintenance with Other Companies

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

6.3.5 Other Labor

Other labor is that additional labor not included in 8.3.1 through 8.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Tariff.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (CONT'D.)

6.4 Miscellaneous Services

6.4.1 Billing Name and Address

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of intrastate telecommunications services) for telecommunications service rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer

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

A. Undertaking of the Company

1. All requests for information will be by facsimile.

2. The Company will specify the format in which requests are to be submitted.

3. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end users who have requested that their BNA not be disclosed for collect and bill to third party calls.

4. The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA applicable at the time the message originated.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (CONT'D.)

6.4 Miscellaneous Services (Cont'd.)

6.4.1 Billing Name and Address, (cont'd.)

B. Obligations of the Customer

1. With each order for BNA Service, the customer shall identify the authorized individual, the address, and/or the facsimile to receive the BNA information.

2. The customer shall institute adequate internal procedure to insure the BNA information, including that related to Aconfidential@ non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those customers personnel or agents with a need to know the information.

3. The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records accounts, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

C. Usage Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Telephone Company's information database.

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SECTION 6 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES (CONT'D.)

6.4 Miscellaneous Services (Cont'd.)

6.4.2 Directory Assistance Access Service

Directory Assistance Access service provides access to the Company's Directory Assistance Access Service equipment and the use of the Company's operators to provide telephone numbers. The Customer is responsible for providing directory transport to the operator services center.

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SECTION 7 - SPECIAL ACCESS RATES

7.1 Special Construction

7.1.1 Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

7.1.2 Termination Liability

To the extent that there is no requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

A. The termination liability period is the initial service term with respect to said specially constructed facilities.

B. The amount of the maximum termination liability is equal to the rates and charges established pursuant to 7.1.1 above.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service

7.2.1 General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service and its location.

A. Channel Termination Rate Element

The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.

B. Channel Mileage Rate Element

The Channel mileage rate element is determined by the Vertical, and Horizontal Coordinates (V&H) method, as set forth in the National Exchange Carrier Association Tariff, FCC No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

C. Optional Features

Optional Features for which charges are applied only include multiplexing.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service (Cont'd.)

7.2.2 Voice Grade Service

There are two types of Voice Grade Services. The Service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. This service consists of making Voice Grade capacity available on a Dedicated access basis.

A. Voice Grade Service Rates

These rates are negotiated on an Individual Case Basis.

7.2.3 Digital Data Service

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps. This service consists of making DS-0 capacity available on a Dedicated access basis.

A. Rates for Digital Data Service are determined on an Individual Case Basis.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service (Cont'd.)

7.2.4 Fractional T-1 Service

Fractional T-1 is an unchannelized DS-1, available at intermediate Bit rates, in increments of either 56 Kbps or 64 Kbps, e.g. 128 Kbps, 384 Kbps, 512 Kbps, and 768 Kbps, and can be tailored to meet individual Customer requirements.

A. Fractional T-1 Rates

Channel Termination	
per point of termination	ICB
subsequent, same location	ICB
Channel Mileage	
- fixed	ICB
- per mile	ICB

Installation charges will be determined on an Individual Case Basis.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service (Cont'd.)

7.2.5 DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data, and video. This service consists of making DS-1 capacity available on a Dedicated access basis.

A. DS-1 Rates

Channel Termination	
per point of termination	ICB
Channel Mileage	
- fixed	ICB
- per mile	ICB
Optional Features	
- multiplexing DS-1 to Voice	ICB
- multiplexing DS-1 to Digital Data	ICB

Installation charges are determined on an Individual Case Basis.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service (Cont'd.)

7.2.6 DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels. This service consist of making DS-3 capacity available on a Dedicated access basis.

A. DS-3 Rates

Channel Termination	
per point of termination	ICB
subsequent, same location	ICB
Channel Mileage	
- fixed	ICB
- per mile	ICB
Optional Features	
- multiplexing DS-1 to DS-3	ICB

Installation charges are determined on an Individual Case Basis.

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SECTION 7 - SPECIAL ACCESS RATES (CONT'D.)

7.2 Transmission Service (Cont'd.)

7.2.7 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

A. Service Call Charge Rates

Per hour rate, per technician	ICB

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SECTION 8 - SWITCHED ACCESS RATES

8.1 General

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

8.1.1 Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

8.1.2 Usage Rates

Usage rates are rates that are applied on a per access minute or per query basis. Usage rates accumulate over a monthly period.

8.1.3 Non-Recurring Charges

Non-Recurring charges are one time charges that apply for a specific work activity.

A. Installation of Service

Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or Trunk.

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.2 Billing of Access Minutes

When recording originating calls over FGD 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 FGD ends when the originating FGD 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 FGD 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 FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD 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 FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

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

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.3 Rates and Charges - Non-Recurring

8.3.1 Service Implementation

A.	Access Order Charge	
	Per order	$105.00
B.	Expedited Order Charge	
	Per order	$1000.00

8.3.2 Change Charges

A.	Administrative Change Charge	
	Per change	$ 30.00
B.	Service Date Change Charge	
	Per order	$ 30.00
C.	Design Change Charge	
	Per order	$ 30.00

8.3.3 Cancellation Charges

Per order	$ 30.00

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.3 Rates and Charges - Non-Recurring (Cont'd.)

8.3.4 Installation Charges

A. DSO

1st Service Installed	$293.50
Additional Service	$113.52

B. DS1

1st Service Installed	$915.00
Additional Service	$486.83

8.4 Rates and Charges - Recurring

8.4.1 Direct FGD Access

A. Originating and Terminating Access

1. Transport

a. DSO Port

(I)	Facility termination	$40.00
(II)	Per mile	$ 8.00

b. DS1 Port

(I)	Facility termination	$90.00
(II)	Per mile	$27.00

c. DS3 Port

(I)	Facility termination	ICB
(II)	Per mile	ICB

2. Local Switching

Per access minute of use $0.063

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.4 Rates and Charges - Recurring (Cont'd.)

8.4.2 Indirect Tandem FGD Access

A. Transport

Termination, per access MOU	$0.0084
Mileage, per minute, per mile	$0.000423

B. Local Switching

Per access minute of use	$0.063

8.4.3 Originating 800 FGD Access

A. Direct Access

Rate per minute of use (MOU)	$0.063

B. Indirect Tandem Access

Rate per minute of use (MOU)	$0.063

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.4 Rates and Charges - Recurring (Cont'd.)

8.4.4 800 Data Base Access Service

Per Query	
Basic	$0.0111
Vertical Features	$0.0082

8.4.5 Signaling Transfer Point Access

Non-Recurring, per port	ICB
Monthly, per mile	ICB
Via Third Party	ICB

8.4.6 Presubscription (PIC)

Per line request	$ 5.00

8.4.7 Unauthorized Primary Interexchange Carrier Change Charge

A.	Residence	$42.50
B.	Business	$42.50
C.	Public and/or Semi-public Pay Telephone	$42.50

8.4.8 Blocking Services

A.	Network Blocking - pre blocked call attempt	$0.0076

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.4 Rates and Charges - Recurring (Cont'd.)

8.4.9 End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

A. Resale Services

	Incumbent LEC BellSouth Service Area
Residence	
Single Line Customer	$5.00
Multiline Customer, Per Line	$6.95
Business	
Single Line Customer	$5.00
Multiline Customer, Per Line	$7.84
ISDN	
Single Line Customer	$6.95
Multiline Customer, Per Line	$6.95

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.4 Rates and Charges - Recurring (Cont'd.)

8.4.9 End-User Common Line (EUCL) Recovery Charge, (cont'd.)

B. Facilities Based Services

	Incumbent LEC BellSouth Service Area
Residence	
Single Line Customer	$5.00
Multiline Customer, Per Line	$6.07
Business	
Single Line Customer	$8.25
Multiline Customer, Per Line	$8.25
ISDN	
Single Line Customer	$8.25
Multiline Customer, Per Line	$8.25

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SECTION 8 - SWITCHED ACCESS RATES (CONT'D.)

8.5 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 where capability exists. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES

9.1 Additional Engineering

9.1.1 Basic Time	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Regularly scheduled work hours per Engineer	$66.00	$39.79

9.1.2 Overtime	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Outside of regularly scheduled work hours, per Engineer	$73.41	$47.20

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES (CONT'D.)

9.2 Additional Labor

9.2.1 Overtime Installation

		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
A.	Overtime, outside of regularly scheduled working hours on a scheduled work day* per Technician	$29.31	$ 3.10

9.2.2 Overtime Repair

		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
A.	Overtime, outside of regularly scheduled working hours on a scheduled work day* per Technician	$29.31	$ 3.10

* - A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES (CONT'D.)

9.3 Standby

9.3.1 Basic Time

Regularly scheduled working hours, per Technician	$25.00

9.3.2 Overtime

Outside of regularly scheduled working hours on a scheduled work day*, per Technician	$35.00

9.3.3 Premium Time

Outside of scheduled work day*, per Technician	$50.00

* - A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES (CONT'D.)

9.4 Testing and Maintenance

9.4.1 Basic Time

Regularly scheduled working hours, per Technician	$25.00

9.4.2 Overtime

Outside of regularly scheduled working hours on a scheduled work day*, per Technician	$35.00

9.4.3 Premium Time

Outside of scheduled work day*, per Technician	$50.00

* - A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES (CONT'D.)

9.5 Other Labor

9.5.1 Basic Time

Regularly scheduled working hours, per Technician	$25.00

9.5.2 Overtime

Outside of regularly scheduled working hours on a scheduled work day*, per Technician	$35.00

9.5.3 Premium Time

Outside of scheduled work day*, per Technician	$50.00

* - A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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SECTION 9 - ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES (CONT'D.)

9.6 Miscellaneous Services

9.6.1 Billing Name and Address

Non-recurring charge, per request	$20.00
Per request, per number	$0.75

9.6.2 Directory Assistance Service

Each call	$0.85

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