TELIAX, INC.

ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Teliax, Inc. to Customers located within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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1/30/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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ACCESS SERVICE

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
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17	Original	*	42	Original	*			
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19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
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23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

(C) - To signify changed listing, rule, or condition that may affect rates or charges.

(D) - To signify discontinued material, including listing, rate, rule, or condition.

(I) - To signify an increase.

(M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.

(N) - To signify new material including listing, rate, rule or condition.

(R) - To signify a reduction.

(S) - To signify reissued material.

(T) - To signify change in wording of text but not change in rate, rule, or condition.

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ACCESS SERVICE

APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to, Intrastate Access including Switched Access, End User Access, and other related services, hereinafter referred to as Access Services, provided by the issuing carrier of the tariff, hereinafter referred to as the Company, to Customers.

Regulations, rates and charges as specified in this tariff apply to Access Services and shall not serve as a substitute for interexchange carrier tariff offerings of services to end users. The provision of such Access Services by the Company as set forth in this tariff does not constitute a joint undertaking with an interexchange carrier or other provider.

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

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

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

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering & Billing Forum.

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

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code and/or operating company number (OCN) and/or carrier identification code (CIC) billed to the same Customer address.

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

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

Call - A Customer attempt for which the complete address code is provided to the called end office.

Carrier or Common Carrier - Provider of telecommunications services for hire. See also See Interexchange Carrier or Exchange Carrier.

Carrier Access Code - A uniform seven (7) digit code assigned to an individual carrier. The seven (7) digit code has the form 950-xxxx or 101-xxxx.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Central Office - A local company switching system where the station loops are terminated for purposes of interconnection to each other and to trunks.

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.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

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.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Collocation - Carrier facilities and/or equipment located in a local exchange carrier's central office.

Commission - The Federal Communications Commission or the Public Utility Commission of the State in which service is offered.

Company – Teliax, Inc., unless otherwise indicated by the context.

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

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local 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 out pulsed digits is initiated. No overlap out pulsing 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 the Company's service or receives the Company's service, including but not limited to an Interexchange Carrier, End User, other telecommunications carrier, or provider originating or terminating Toll VoIP-PSTN traffic.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Customer-Designated Premises - The premises specified by the Customer for the origination or termination of Access Services.

Customer Point of Presence (POP) - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with the dedicated (non-switched) services.

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal Level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal Level 1 (DS1) - A dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

Digital Signal Level 3 (DS3) - A dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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

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

Entry Switch - The first point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications services in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications services within that area.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial code.

Federal Communications Commission - FCC

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.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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

Interconnected Wholesale Provider - A company which sells, installs and maintains telephone systems for end users that interconnects its network to other telecommunication carriers networks for the delivery of telecommunication services.

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

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

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

Internet Protocol (IP) – The method by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling - A packet data-oriented protocol used for communicating call signaling information.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Interstate - For purposes of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services.

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.

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.

LATA (local access and transport area) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services, as amended from time to time.

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

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff (s) in which an end user may complete a call without incurring toll usage charges.

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.

Message - A message is a Call as defined above

Network - Those telecommunication facilities operated by the Company and excludes any telecommunication facilities that are operated by other telecommunication providers.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

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

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises or to another Local Exchange Carrier or CMRS provider.

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

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as described in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

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 toll calls. The selected IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

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

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 or 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. For a Tandem Connect 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 Access Service Request by the Customer in the manner specified in this tariff.

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

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

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 AND ABBREVIATIONS, (CONT'D.)

Special Access - See Dedicated Access.

Time Division Multiplexing (TDM) – A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating direction - The use of Access Service for the completion of calls from an IXC or Carrier premises to and end user or Customer premises.

Toll VOIP-PSTN Traffic –The traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

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 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 - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

VoIP Service - Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's service, pursuant to this tariff, is furnished to a Customer for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the rules and regulations set forth herein and in other relevant Company tariffs.

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

2.2 Limitation of Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Assignment or Transfer of Service

All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rules and regulations contained in this document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.4 Use of Service

2.4.1 Service may be used for any lawful purpose by the Customer or by any end user.

2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.4.4 Any service provided under this tariff may be resold or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.4.5 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.6 The Customer 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 rate to be charged, the duration of the services, and the rules and regulations in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.4.7 Upon expiration of the initial term specified in each Service Order, or in any extension thereof, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination including, but not limited to, any fees for early termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.4.8 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, and/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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Use of Service, (Cont'd.)

2.4.9 Special Construction

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

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

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

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

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

E. involving abnormal costs;

F. on an expedited basis;

G. on a temporary basis until permanent facilities are available; or

H. in advance of its normal construction.

Special construction charges for Access Service will be determined on an Individual Case Basis.

2.4.10 Ownership of Facilities

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

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2.5 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.5.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

2.5.2 Cancellation by the Company

A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

C. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service or of any of the provisions governing the furnishing of service under this tariff, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

D. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice.

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2.5 Discontinuance and Restoration of Service, (Cont'd.)

2.5.3 Restoration of Service

A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.

B. Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.6 Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply. Charges are reflected in the Rate Section.

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

2.6.2 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8 Term Agreements

The Company may offer Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

Upon expiration of a term contract, the service term will renew automatically at the same rules and regulations for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

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2.9 Billing and Payments

All bills for service provided to the Customer by the Company are due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice and are payable in immediately available funds.

2.9.1 The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) on CD-ROM, or 3) via electronic transmission. Such bills are due on the Due Date regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.9.2 The Company may assess charges for provisioning of additional copies of bills. See Section No. 4 for applicable rates and charges.

2.9.3 The Company, upon request of call detail records, including but not limited to, intraLATA toll free and intrastate access and resale services, may assess charges for the provisioning of these records. The call detail records will be in Exchange Message Interface (EMI) Industry format. See Section No. 4 for applicable rates and charges.

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2.9 Billing and Payments, (Cont'd.)

2.9.4 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, a late payment penalty shall be due the Company. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

2.9.5 A charge of $25.00 (twenty-five dollars) or the current allowable amount will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

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2.9 Billing and Payments, (Cont'd.)

2.9.6 The Company will establish a bill day each month for each Customer account. The bill will cover charges for the billing period for which the bill is rendered, plus any known unbilled charges and adjustments for any prior periods.

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, usage rates and Nonrecurring Charges.

A. 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.

B. Usage Rates

Usage rates are rates that are applied on a per unit of measure basis, such as per access minute or per query. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

1. Installation of Service: Nonrecurring Charges apply to each Access Service installed. The charge is applied per line or Trunk.

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2.10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

2.10.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.9 of this tariff.

2.10.3 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

2.10.4 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer must, within five (5) business days following written, electronic or telephonic notice of the resolution, pay the disputed amount including the late penalty as set forth in Section 2.9 of this tariff.

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2.11 Payment of Deposits

2.11.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service. The deposit is to be held by the Company as a guarantee of the payment of rates and charges.

2.11.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

2.11.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.

2.11.4 In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.11.5 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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2.12 Inspection, Testing and Adjustment

2.12.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether this tariff is being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these rules and regulations.

2.12.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.

2.13 Interconnection

2.13.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company.

2.13.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the rules and regulations of the other common carrier's tariff(s).

2.13.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may require the use of protective equipment at the Customer's expense. If this action fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Liability of the Company

2.14.1 The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or non-regulated service or facilities or equipment (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.

2.14.2 The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.

2.14.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

2.14.4 The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, insurrections, acts of God, war, fire, flood, adverse weather conditions, explosion, vandalism, acts of terrorism, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control.

2.14.5 The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

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2.15 Liability of the Customer

2.15.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.15.2 Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

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2.15 Liability of the Customer, (Cont'd.)

2.15.3 Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

2.15.4 Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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2.16 Taxes and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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2.17 Jurisdictional Reporting

2.17.1 Switched Access Services

For purposes of determining the jurisdiction of Switched Access Services (originating toll free, terminating traffic and VoIP-PSTN traffic), to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available the jurisdictional reporting requirements specified below will apply.

When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between interstate and intrastate until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PIU, the Company shall allocate unidentifiable minutes subject to the PIU as 50 percent interstate traffic and 50 percent intrastate traffic.

Based on distribution of traffic (identifiable, Customer based PIU, Default PIU), Company may derive an aggregated factor.

2.17.2 IntraLATA Toll Usage

For purposes of determining the jurisdiction of IntraLATA Toll Usage termination, to the extent the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating IntraLATA Toll minutes of use, the Company will use that call detail to render bills for those minutes. To the extent call detail is not available, the jurisdictional reporting requirements specified below will apply.

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2.17 Jurisdictional Reporting, (Cont'd.)

2.17.2 IntraLATA Toll Usage, (Cont'd.)

When a Customer terminates IntraLATA Toll Usage, its projected Percent Local Usage (PLU) must be provided to the Company. Except to the extent the Company has sufficient call detail to determine the jurisdiction of the call, these percentages will be used by the Company to apportion the usage and/or charges between IntraLATA Toll and local until a revised report is received as set forth herein.

To the extent that sufficient call detail is unavailable and the Customer has failed to provide its projected PLU, the Company shall allocate unidentifiable minutes subject to the PLU as 50 percent IntraLATA Toll Usage traffic and 50 percent local traffic.

Based on distribution of traffic (identifiable, Customer based PLU, Default PLU), the Company may derive an aggregated factor.

2.17.3 Jurisdictional Reporting Timelines

The Customer shall provide to the Company, to be received no later than 15 days after the end of each quarter, a revised report reflecting the aforementioned factors, as applicable, for the past three (3) months, for each service arranged for use, based solely on the traffic originating from or terminating to the Company. The quarterly report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for services where reports are needed, the Company will assume the percentages to be the same as was previously provided in the most recent report(s).

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Jurisdictional Reporting, (Cont'd.)

2.17.4 Jurisdictional Reports

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide the data issued to determine the applicable factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail, description of the method for determining how end users originate and terminate calls in IP format, and other information from which the appropriate factors can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the factors. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

In the event that an audit reveals that any Customer reported factors are incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 12 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice.

Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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2.18 Identification and Rating of Toll VoIP-PSTN Traffic

This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that Toll VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order. Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates set forth in the Company's applicable interstate switched access Tariff FCC No. 1.

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors

The Company will determine the number of relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 4, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU (however determined - either based on call detail information, access lines or PIU) exchanged between the Company and the Customer. On and after July 1, 2014, the PVU will be applied to both originating and terminating intrastate access MOU. The PVU will be derived and applied as follows:

A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format after June 30, 2014. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates in IP format. Through June 30, 2014, the PVU-B will represent only terminating access MOU. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

C. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. Through June 30, 2014, the PVU will represent only terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

D. The Company will apply the effective PVU factor to the applicable intrastate access MOU exchanged with the Customer, as described above, to determine the number of relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 5% and the PVU-A is 10%. The effective PVU factor is equal to 14.5% PVU-A + (PVU-B x (1- PVU-A)) = PVU%. The Company will bill 14.5% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2: The PVU-B is 0% and the PVU-A is 10%. The effective PVU factor is 10% PVU-A + (PVU-B x (1- PVU-A)) = PVU%. The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.18.1 Calculation and Application of Percent-VoIP-PSTN-Usage Factors, (Cont'd.)

E. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-B. For example, if the PVU-B factor is 0%, the Company will utilize a PVU equal to zero.

F. The Customer shall not modify their reported PIU factor to account for Toll VoIP-PSTN Traffic.

G. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

2.18.2. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Company may also update the PVU-B factor quarterly. The revised PVU factor will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.18.3 PVU Factor Verification

A. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply and shall reasonably supply the requested data and information within 15 days of the Company's request.

B. The Company may dispute the Customer's PVU factors based upon:

1. A review of the requested data and information provided by the Customer;

2. The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data; and

3. A change in the reported PVU factor by more than five percentage points from the preceding quarter.

C. If after review of the data and information, the Customer and the Company establish revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.18.3 PVU Factor Verification, (Cont'd.)

D. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.

1. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.

2. During the audit, the most recent undisputed PVU factors from a previous reporting period will be used by the Company.

3. The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.

4. If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Obligations of the Customer

2.19.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.19.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.19.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.19.4 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.19.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.19.6 Network Contingency Coordination

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

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to a Customer for use in furnishing services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common and dedicated terminations, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate or terminate calls from an end user's premises to a Customer's premises. When the Customer is a CMRS provider, Switched Access Service rates apply for all interMTA traffic.

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected IP Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and Personal Communications Services (PCS)) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis, provided that, in cases where no agreement is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

3.1.1 Ordering Conditions

Except as provided elsewhere in this tariff, all services offered under this tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines (ASOG), unless otherwise specified herein.

3.1.2 Access Service Intervals

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

-Standard Interval
-Negotiated Interval

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

The Company will specify a Firm Order Confirmation (FOC) and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested internal, subject to the following conditions:

A. Standard Interval

The Standard Interval for Access Service will be specified at the time the order is placed. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

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

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

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

3. the Customer requests a service that is not considered by the Company to be a standard service offering (i.e., if additional engineering is required to complete the order); or

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

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed the Standard Interval Service Date by more than six (6) months, or, when there is no Standard Interval, the Company offered Service Date.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications

Any increase in the number of Access Service lines, Trunks, Access 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 date 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 thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (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 Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Order Charge will apply. No Expedited Order Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be canceled by the Company on the thirty-first 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 4.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

B. Design Change Charge

The Customer may request a Design Change to the service order. 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 changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes 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 4, are in addition to a Service Date Change Charges that may apply.

C. Expedited Order Charge

When placing an Access Order for services(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 Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) 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 Expedited 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 Expedited Order Charge will apply.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

C. Expedited Order Charge, (Cont'd.)

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedited Order 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 Expedited Order Charge.

In the event the Customer cancels an expedited request, the Expedited Order Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedited Order Charge will still apply.

An Expedited Order 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 4 Rates.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.4 Application of Access Charges to Toll VoIP-PSTN Traffic

A. All Toll VoIP-PSTN traffic will be assessed switched access at rates set forth in the Company's applicable interstate switched access Tariff FCC No. 1.

B. The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic and 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query
- Last Resort LNP Queries

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services, including for CMRS, and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

3.2.1 Carrier Common Line

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access and the terminations in the local end office of end user lines.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.2 End Office Local Switching

The Local Switching rate category establishes the charges related to the use of local office switching equipment, the terminations of calls at Company Intercept Operators or recordings, the use of common trunk port, the use of Signaling Transfer Point (STP), and the SS7 signaling function between the end office and the STP. End Office Local Switching may include any functional equivalent of the incumbent local exchange carrier End Office Local Switching access service provided by the Company via analogous facilities.

Where local end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

3.2.3 Transport

The Transport rate category provides the transmission and transport termination facilities between the Customer premises and the switch(es) where the Customer traffic is switched to originate or terminate its communications. Transport may include any functional equivalent of the incumbent local exchange carrier Transport access service provided by the Company via analogous facilities. The rate components may include:

Transport - Termination
Transport - Facility
Interconnection Charge

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Categories, (Cont'd.)

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with "switching" the call through the Company's switching office from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including CMRS providers and Interconnected Wholesale providers. Tandem switching charges may include charges for multiplexing and associated trunk ports, where applicable. Tandem Switching may include any functional equivalent of the incumbent local exchange carrier Tandem Switching access service provided by the Company via analogous facilities.

3.2.5 8XX Data Base Query Service

8XX Data Base Query 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 (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

3.2.6 Local Routing Number (LRN) Query Service of Last Resort

LRN Query Service of Last Resort can be used when a call is routed to the Company's local or tandem switching office where the dialed telephone number is portable and a query has not been performed to identify the correct Carrier for routing of the call. A LRN query will be performed and the call will be re-routed to the correct Carrier. This service charge is a per query charge and will be billed to the Carrier originating the call.

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SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

A. Installation Charge (Per Trunk)

Entrance Facility

	Installation Charge (per channel) Nonrecurring Charge
2-wire	$100.00
Each additional 2-wire	$100.00
4-wire	$150.00
Each additional 4-wire	$150.00
First DS1	$313.25
Each additional DS1	$313.25

4.1.2 Change Charges (per order)

Charge per Occurrence	Nonrecurring Charge
Service Date Change Charge, per order	$50.00
Design Change Charge, per circuit	$150.00
Design Change Charge, per DS3 and higher circuit	$300.00
Expedited Order Charge, per location, per order	$250.00
Service Order Charge, per order	$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	$170.00
Billing Account Number (BAN) Change	$170.00
Customer Circuit Identification (CKR) Change	$22.00
Returned Check Charge	$25.00
Cancellation (after 3 business days from order placement)	Full NRC plus $250.00, per order

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.3 Cancellation Charges (per order)

Cancellation charge - Individual Case Basis.

4.1.4 Direct Connect Charges

Entrance Facility Type	Monthly Recurring Charge
2-wire	$30.00
4-wire	$45.00
Per DS1	$150.00

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.5 Local Switching

A. The Local Switching rate is applied per minute of use rate.

	Originating	Terminating
Per minute of use	$0.0021580	Note 1

B. Common Trunk Port

The Common Trunk Port (CTP) rate element is applied per minute of use when traffic is delivered from an access tandem for local switching or switched from a host office to a remote end office.

	Originating	Terminating
Per minute of use	$0.0008000	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=584.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.6 Tandem Switching and Transport Rate Elements

A. The Tandem Switching rate element is applied per minute of use for traffic switched through an access tandem.

	Originating	Terminating
Per minute of use	$0.0011980	Note 1

B. Common Transport

Common Transport applies to traffic routed to or from an access tandem or from a host office to or from a remote end office. The Transport Termination rate element is applied per minute of use for the facility termination and per minute per mile for the Transport Facility.

	Originating	Terminating
Transport Termination Per Minute of Use	$0.0001760	Note 1
Transport Facility Per Minute of Use Per Mile	$0.0000230	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=584.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.7 8XX Data Base Access Service

The 8XX Data Base Access Service query charge rate may vary depending on the locality. POTS Translation and Call Handling charges are optional features which apply in addition to the Number Delivery charge.

800 Query	
Basic, per query	$0.0042100

4.1.8 Direct-Trunked Transport

Offered on an individual case basis.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.9 Other Switched Access Charges

Rate Element		Access Rate
A.	BNA (Billing Name & Address) per 10-digit ANI requested	$0.20
B.	Media Options Charge	Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of $15.00 per bill cycle.
C.	Automatic Number Identification (ANI) Per ANI delivered	$0.000080
D.	LRN Query of Last Resort - per Query	$.0029720

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Carrier Identification Code Opening Charge

4.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

4.2.2 Rates and charges

CIC/ASR Charge per switch	$50.00

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SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

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

Services provided under this Section are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date.

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
1/30/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)