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KY Public Service Commission

Utility Information

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<p>Comments for Utility ID: 22251513 Knology of Kentucky, Inc. dba WOW! Internet, Cable and Phone</p> <p>dba "WOW! Internet, Cable and Phone" added per letter dated 3/11/2013. Contact Information updated per 3/14/2013 Info Form. Made inactive per 4/21/2016 notice to withdraw authority to operate.</p> <p style="text-align: right;">Last Changed: 4/21/2016</p>				



KNOLOGY OF KENTUCKY, INC. d/b/a WOW! Internet, Cable and Phone
TARIFF FOR INTRASTATE DOMESTIC ACCESS SERVICE

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Domestic Access Services. Service is provided by KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone with principle offices at 1241 O.G. Skinner Drive, West Point, GA 31833. 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.

Issued: December 27, 2013

Issued by: KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone
1241 O.G. Skinner Drive
West Point, Georgia 31833

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH Effective <i>Brent Kirtley</i> , 2013
12/30/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

INTRASTATE DOMESTIC ACCESS SERVICES

CHECK SHEET

Title Page 1 to 195 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

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JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Effective _____, 2013

Brent Kirtley

12/30/2013

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

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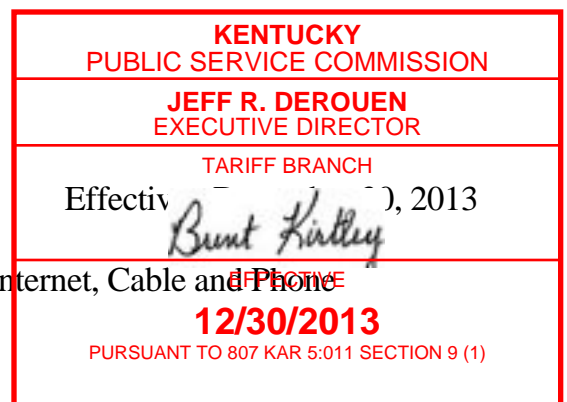
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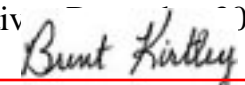
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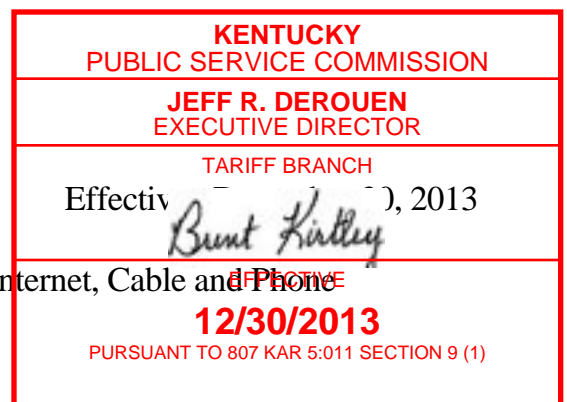
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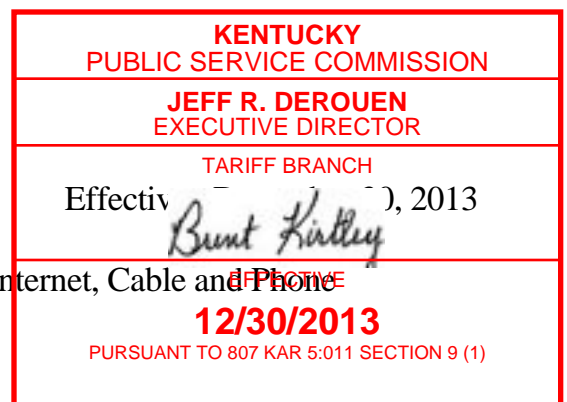
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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

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EXPLANATION OF SYMBOLS

C	- to signify changed regulation.
D	- to signify discontinued rate or regulation.
I	- to signify increase to a rate or charge.
M	- to signify matter relocated without change.
N	- to signify new rate or regulation.
R	- to signify reduction to a rate or charge.
S	- to signify matter reissued without change.
T	- to signify a change in text but no change in rate or regulation.
Z	- to signify a correction.

EXPLANATION OF ABBREVIATIONS

ADA	- Abbreviated Dialing Arrangement
AML	- Actual Measured Loss
ANI	- Automatic Number Identification
AP	- Program Audio
AT&T	- American Telephone and Telegraph Company
BHMC	- Busy Hour Minutes of Capacity
CDP	- Customer Designated Premises
CI	- Channel Interface
CO	- Central Office
Cont'd	- Continued
CPE	- Customer Provided Equipment
DA	- Directory Assistance
dB	- decibel
dBnrc	- Decibel Reference Noise C-Message Weighting
dBnrcO	- Decibel Reference Noise C-Message Weighted O
dc	- direct current
DDD	- Direct Distance Dialing
EAS	- Extended Area Service
EDD	- Envelope Delay Distortion
EML	- Expected Measured Loss
EPL	- Echo Path Loss
ERL	- Echo Return Loss
ESS	- Electronic Switching System
ESSX	- Electronic Switching System Exchange
f	- frequency
FCC	- Federal Communications Commission

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EXPLANATION OF ABBREVIATIONS (Cont'd)

HC	- High Capacity
Hz	- Hertz
C	- Interexchange Carrier
ICB	- Individual Case Basis
ICL	- Inserted Connection Loss
kbps	- kilobits per second
kHz	- kilohertz
LATA	- Local Access and Transport Area
ma	- milliamperes
Mbps	- Megabits per second
mcs	- Microsecond
MHz	- Megahertz
MRC	- Monthly Recurring Charge
MT	- Metallic
MTS	- Message Telecommunications Service(s)
MTSO	- Mobile Telephone Switching Office
NPA	- Numbering Plan Area
NRC	- Nonrecurring Charge
NXX	- Three - Digit Central Office Prefix
PBX	- Private Branch Exchange
PIC	- Presubscribed Interexchange Carrier
POT	- Point of Termination
SAC	- Service Access Code
SRL	- Singing Return Loss
SWC	- Serving Wire Center
TG	- Telegraph Grade
TLP	- Transmission Level Point
TV	- Television
VG	- Voice Grade
V & H	- Vertical & Horizontal
WATS	- Wide Area Telecommunications Service(s)
WSO	- WATS Serving Office

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REFERENCE TO TECHNICAL PUBLICATIONS

The following technical publications are referenced in this Tariff and may be obtained from Bell Communications Research, Inc., Customer Services, 60 New England Ave., Piscataway, NJ 08854-4196.

Technical Reference:

Multiple Exchange Carrier Access Billing (MECAB) Guidelines
Issued: December, 1990

Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines
Issued: September 10, 1990

PUB 41004 Data Communications Using Voiceband Private Line Channels
Issued: October 1973

PUB 62310 Digital Data System Channel Interface Specification
Issued: September 1983

PUB 62411 High Capacity Digital Service Channel Interface Specification
Issued: September 1983, Addendum October 1984

TR-NPL-000258 Compatibility Information for Feature Group D Switched Access Service
Issued: October 1985

TR-NWT-000334 Issue 2 Voice Grade Switched Access Service - Transmission Parameter Limits and Interface Combinations
Issued: September 1990

Issued: December 27, 2013

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TR-TSY-000335, Issue 2 Voice Grade Special Access Service - Transmission
Parameter Limits and Interface Combinations
Issued: May 1990

TR-NPL-000336 Metallic and Telegraph Grade Special Access Service - Transmission
Parameter Limits and Interface Combinations
Issued: October 1987

TR-NPL-000337 Program Audio Special Access Service and Local Channel
Services
Issued: July 1987

TR-NPL-000338 Television Special Access and Local Channel Services - Transmission
Parameter Limits and Interface Combinations
Issued: December 1986

TR-NPL-000341 Digital Data Special Access Service - Transmission
Parameter and Interface Combinations
Issued: March 1989

TR-INS-000342 High Capacity Digital Special Access Service
Issued: February 1991

SR-STDS-000307 NC/NCI Code Dictionary
Issued: December 1990

The following technical publication is referenced in this Tariff and may be obtained from the Bell Communications Technical Education Center, Room B02, 6200 Route 53, Lisle, IL 60532.

Telecommunications Transmission Engineering
Volume 3 - Networks and Services (Chapters 6 and 7)
Second Edition, 1980
Issued: June 1980

The following technical publication is referenced in this Tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1, Issue II Access Service
Issued: May, 1984
Addendum: March 1987

TR-TSY-000506 LATA Switching Systems Generic Requirements (LSSGR)
Section 6
Issued: October 1987, Revised December 1988, Revised June 1990

Issued: December 27, 2013

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following publications are referenced in this Tariff and may be obtained from the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capital St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCSH 3-1-2).

Issued July, 1990
Available August, 1990

Telecommunication Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual, National Communications System (NCSM 3-1-1).

Issued July, 1990
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INTRASTATE DOMESTIC ACCESS SERVICES

1. APPLICATION OF TARIFF

The terms and conditions in this Tariff apply to the Intrastate Common Carrier Telecommunications Services provided by the Issuing Carrier of this Tariff, hereinafter the Company. The Company may provide any of the services offered under this Tariff or any combination of services to Customers through the use of contracts. Terms and conditions of each contract offering is subject to the agreement of both the Customer and the Company. Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on an individual case basis. Rates in other Sections of this Tariff do not apply to Customers who agree to contract arrangements with respect to services within the scope of the contract. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company's services and facilities are furnished for communications services between and among domestic points within the United States under terms of this Tariff.
- B. The Company arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided twenty-four (24) hours daily, seven (7) days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- F. The Company provides only those services that are contained in this Tariff that the Company is technically capable of providing.
- G. The services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- H. Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Provision of Services

The Company will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this Tariff at rates and charges specified therein. The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors.

2.1.4 Service Maintenance

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

2.1.5 Changes and Substitutions

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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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Shortage of Equipment or Facilities

- A. 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 the terms of this Tariff.
- B. The Company reserves the right to limit or to allocate the use of its facilities when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- C. The Company may obtain facilities from other carriers to furnish service as required at the sole discretion of the Company.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. 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. Some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, may not allow for notification to the Customer.

2.1.8 Coordination with Respect to Network Contingencies

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

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Limitations

A. Assignment or Transfer of Services

All services provided under this Tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may 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 use or relocation of the service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

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

B. Use and Restoration of 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.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Liability

A. Limits of Liability

The liability of the Company for damages arising out of the furnishing of its service, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of such allowances as set forth in the section of this Tariff on Allowances for Interruptions in Service. The extension of such allowance for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

In no event shall the Company be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages (including lost revenue or profits) of any kind whatsoever regardless of the cause of foreseeability thereof.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Liability (Cont'd)

B. Act or Omissions

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

C. Circumstances Beyond the Company's Control

The Company shall not be liable for any delay or failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of god, fire, flood, explosion or other catastrophes, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

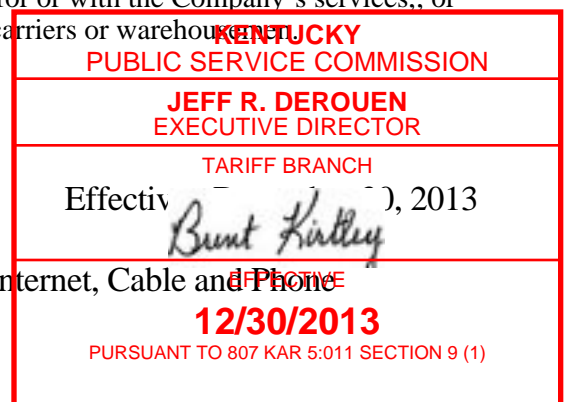
The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

D. Damages Caused by Others

The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer. The Company shall not be liable for any act, omission or defect of an entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services.; or for the acts or omissions of common carriers or warehousemen.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Liability (Cont'd)

E. Damages to Customer Premise

The Company is not liable for damages to the Customer's premise resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the willful misconduct of the Company's employees or agents.

F. Indemnification of the Company

The Customer and the End User shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
3. 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, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company

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2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Liability (Cont'd)

F. Indemnification of the Company (Cont'd)

4. In the event parties other than the Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

G. Warranties or Representation by the Company

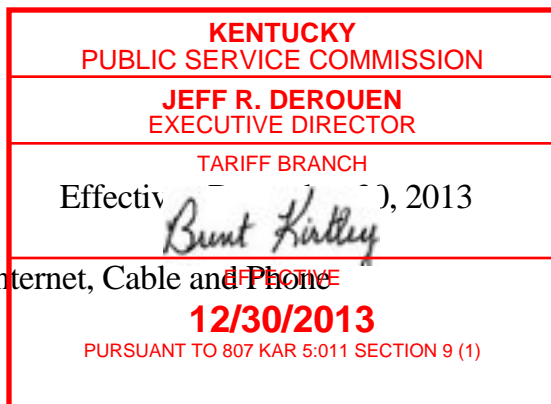
The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

H. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.11 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 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

2.1.12 Special Construction

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

- A. where facilities are not presently available and there is no other requirement for the facilities to be 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. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction schedules.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.2 Term and Charge of Service

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Payment of Charges (Cont'd)

The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff.

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e. non-recurring, monthly and/or usage) including optional features and functions charges, will be prorated between interstate and intrastate. The percentage determined as set forth in Sections 2.3.9 or 2.3.10 following will serve as the basis for prorating the charges unless the Company is billing by jurisdiction according to actual measured usage. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For monthly and non-recurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated Tariff rate.
- B. For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e. measured) times the stated Tariff rate.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Damages

The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

2.3.3 Equipment Space and Power

The Customer shall provide, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premise.

2.3.4 Rights-of-way

The Customer shall at the option of the Company obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premise. Any costs associated with obtaining and maintaining the rights-of-ways described herein, including any building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premise or within the rights-of-way for which the Customer is responsible.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 Availability for Installing, Maintaining, and Removing

The Customer shall grant or obtain permission for Company employees or agents to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

2.3.6 Customer-Provided Equipment

The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE) which is connected to Company's equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer's specification sheet for each item of CPE that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any CPE.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Company (Cont'd)

2.3.7 Coordination with Respect to Network Contingencies

The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

2.3.8 Indemnification of the Company by the Customer and the End User

With respect to any service or facility provided by the Company, the Customer and the End User shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. death or injury of any person caused by or resulting from any loss, destruction or damage to property of the Customer or any third party;
- B. death or injury of any person caused by the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; and
- C. 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 this Tariff or any agreement between Customer and Company.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report - Switched Access

The Customer must indicate a Percent of Intrastate Use (PSU) factor in a whole number (i.e. a number 0 - 100) when ordering Switched Access Service. A Customer provided PSU factor is required on each Access Service Request.

Where jurisdiction can be determined from the call detail, the Company will develop a projected PSU factor from the call detail which will be used to bill the Customer. Where call detail is insufficient to determine the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PSU factor in whole number. The Company will use the Jurisdictional Report to bill all intrastate usage and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

A. General

Except where Company measured access is used as set forth following, the Customer shall update its PSU as set forth in paragraphs B. or C. following and such report will be used for billing purposes until the Customer reports a different projected intrastate percentage. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report-Switched Access (Cont'd)

A. General (Cont'd)

Effective on the first of January, April, July and October of each year the Customer shall update the intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use.

Except where the Company is billing by jurisdiction according to actual measured usage, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report.

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

The percentages described in paragraphs B. through D. following are applied to Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport and Transport Interconnection Charge (TIC). Separate PSUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers charges.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report-Switched Access (Cont'd)

B. Feature Group D

When a Customer orders Feature Group D Switched Access Service(s) the Customer may provide the projected Percent Intrastate Usage (PSU) for each end office in its order. The Company, where the jurisdiction can not be determined from the call detail, will determine the projected PSU as follows:

1. For originating access minutes, the projected intrastate percentages will be developed on a monthly basis by end office where the Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate originating access minutes respectively by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.
2. For terminating access minutes, the data used by the Company to develop the projected intrastate percentages for originating access minutes will be used to develop the projected usage percentages for such terminating access minutes.
3. When the Customer has both interstate and intrastate Operator Services traffic, the PSU determined for the Customer's FGD service will be applied to the Customer's Operator Services charges.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Jurisdictional Report-Switched Access (Cont'd)

C. Directory Assistance Service

When a Customer orders Directory Assistance Service, the Customer shall in its order, provide the PSU for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the Customer may wish to adopt could be to use its terminating traffic from its premise to the involved Directory Assistance Location and calculate the PSU as set forth in paragraph B. preceding.)

D. All Other Type of Access Service

The Customer must provide the Company with a projected PSU for all other type of access including 500, 700, 800, 888, 900, etc.

2.3.10 Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the intrastate traffic will comprise more than ten (10) percent or less than ten (10) percent of total traffic:

- A. If the Customer estimates that the intrastate traffic on the service involved constitutes less than ten (10) percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the Company's Interstate Access Tariff.
- B. If the Customer estimates that the intrastate traffic on the service involved constitutes ten (10) percent or more of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Reports Verification

- A. For Switched Access Service, if a billing dispute arises concerning the PSU, the Company will ask the Customer to provide the data the Customer uses to determine the PSU. The Customer will supply the data within thirty (30) days of the Company request.
- B. The Customer shall keep records of call detail from which the PSU 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 percentages. The Company reserves the right to conduct an audit at any time during the year.
- C. For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PSU factor, the Company will ask the Customer to provide that data the Customer used to determine the PSU. The Customer shall supply the data within thirty (30) days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of percentages.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Payment of Service Charges Imposed by Another Entity

The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premise 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.

2.3.13 Ordering Where More than One Company is Involved

The Company, at its option, can require a Customer to order access services that require the provisioning by more than one (1) Exchange Carrier, to directly request such provisioning directly from each Exchange Carrier.

2.3.14 Rating and Billing of Access Services Where More than One Company is Involved

All charges for services provided by each Company are billed under each Exchange Carrier's applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carried between the Company Tandem and the End User.

- A. Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff.
- B. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved.
- C. 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 premise and terminating at the End User's premise, and vice versa.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Prohibited Use

The Customer shall not use or allow the use of Company facilities or equipment installed at the Customer's premise for any purpose other than for which the Company provides it, without the prior written consent of the Company

- A. 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, or used in an abusive manner. Abusive use includes:
 - 1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
 - 2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one (1) or more other Customers.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and commission regulations, policies, orders, and decisions.
- C. 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. GENERAL REGULATIONS (Cont'd)

2.5 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, if authorized by the Company and subject to technical limitations established by the Company. Service furnished by such interconnection is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.6 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are 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 noncompliance of the Customer.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.7 Payment Arrangements and Credit Allowances

2.7.1 Payment of Rates, Charges, and Deposits

A. Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears.

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2. GENERAL REGULATIONS (Cont'd)

2.7 Payment Arrangements and Credit Allowances (Cont'd)

2.7.1 Payment of Rates, Charges, and Deposits (Cont'd)

B. Payment for Service

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. All such payments are due within thirty (30) days after the invoice date. Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days (commencing five (5) days after remittance of the bill) All undisputed portions of the bill must be paid by the due date to avoid late payment charges, if any.

C. Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The following regulations apply:

1. The amount of the deposit shall not exceed the actual or estimated rates and charges for the service for a two (2) month period.
2. The deposit in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills at presentation.
3. At any time, at its option, the Company may return the deposit or credit it to the Customer's account.
4. When the service to the Customer is terminated, the amount of deposit will be credited to the Customer's account and any credit balance refunded.

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2. GENERAL REGULATIONS (Cont'd)

2.7 Payment Arrangements & Credit Allowances (Cont'd)

2.7.1 Payments of Rates, Charges, & Deposits (Cont'd)

D. Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees 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. Such taxes and fees are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

2.7.2 Credit Allowance for Service Interruption

- A. An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. An interruption period ends when the circuit, service or facility is operative. If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, the circuit, service or facility will be considered impaired but not interrupted.
- B. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by Customer under this Tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit, service or facility will receive a credit.
- C. For the calculation of credit allowance, every month is considered to have thirty (30) days.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.7 Payment Arrangements and Credit Allowances (Cont'd)

2.7.3 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the correct charge for service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded within thirty (30) days after such overpayment is received by the Company.

2.8 Cancellation of Service or Application for Service

A. Cancellation of Service

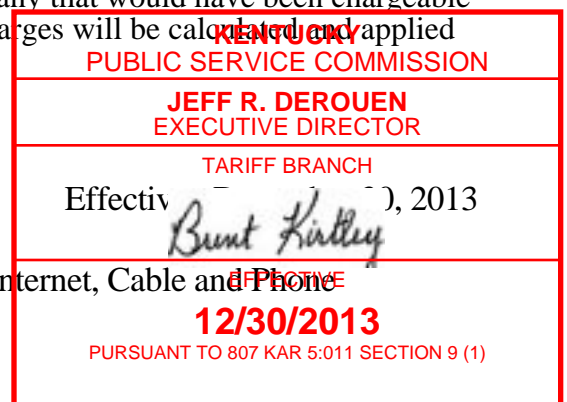
The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

B. Cancellation of Application of Service

Applications for service are non-cancelable unless the Company otherwise agrees. 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. These charges will be calculated and applied on a case by case basis.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.9 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of the law without incurring any liability. The Company may render bills subsequent to the termination of service for charges incurred before termination.

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment without incurring any liability.

In addition, the Company may discontinue service without incurring any liability:

2.9.1 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 thirty (30) days overdue.

2.9.2 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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2. GENERAL REGULATIONS (Cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

2.9.3 For any violation of law or any of the provisions governing the furnishing of service under this Tariff: 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 by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.9.4 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, for the Company to comply with any order or request of any governmental authority having jurisdiction.

When Access Service is provided by more than one (1) 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 Companies initiating the service denial for nonpayment.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.10 Restoration of Service

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.

If a service is disconnected by the Company in accordance with Section 2.9 preceding and later restored, restoration of service will be subject to all applicable installation charges.

2.11 Changes in Equipment and Services

Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment. Customer shall be liable for non-recurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.12 Use of Recording Devices

Customer and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- A. A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- B. A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- C. The requirements of paragraphs A. and B. are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.13 Assignment

- A. Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Tariff to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger, merger or reorganization of Company.
- B. Customer may, upon prior written consent of Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this Tariff to any subsidiary, parent Company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to privileges or obligations under this Tariff without the consent of Company shall be null and void.

2.14 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

2.15 Proprietary Information

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party.

2.16 Company's Right to Assign, Designate, or Change Telephone Number

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

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions

Certain terms used herein are defined as follows:

800 Series Service

800 Series Service is a generic term for access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

800 Series Data Base Access Service

800 Series Data Base Access Service is a generic term for data base access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

Access Code

The term "Access Code", with the exception of Feature Group B (FGB) with an Abbreviated Dial Arrangement (ADA), denotes a uniform access code assigned by a Telephone Company to an individual Customer in the form of 10XXX or 101XXX X and 950-XXXX.

Access Minutes

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

Access Tandem

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

Aggregator

The term "Aggregator" denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its telephone for intrastate telephone calls using a provider of operator services.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Answer/Disconnect Supervision

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

Attenuation Distortion

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

Balance (100 Type) Test Line

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

Bit

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

Business Day

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

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Busy Hour Minutes of Capacity (BHMC)

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

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

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

Central Office

See End Office.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Central Office Maintenance Technician

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

Central Office Prefix

The term "Central Office Prefix" denotes the first three (3) digits (NXX) of the seven (7) digit telephone number assigned to an end user's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two (2) or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one (1) or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

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

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four (24) 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

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

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

C-Notched Noise

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

Coin Station

See Pay Telephone.

Committed Information Rate

The term "Committed Information Rate" denotes the transmission speed specified by the Customer at which the Frame Relay Access Service network commits to transfer data between two (2) ports.

Common Line

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

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Communications System

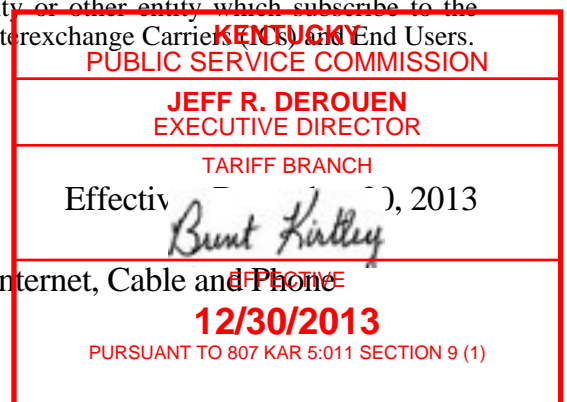
The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Customer Designated Premise

The term "Customer Designated Premise" denotes the premise specified by the Customer for the provision of Access Service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one (1) way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two (2) signal powers.

Decibel Reference Noise C-Message Weighting

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

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero (0) transmission level point.

Detail Billing

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

Digital Switched 56 Service

A switched access optional feature available with Feature Group D Access, which provides for data transmission at up to 56 Kilobits per second.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single Customer.

Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by an operator when the operator location is accessed by a Customer's end user dialing NPA + 555-1212 or 555-1212.

Directory Assistance Location (Intrastate)

The term "Directory Assistance Location" denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from the Customer's end user and selects the first operator position to respond to the Directory Assistance call.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

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

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a four (4) wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz) which is not annoying.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Effective Two (2) Wire

The term "Effective Two (2) Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective two (2) wire channels may be terminated with two (2) wire or four (4) wire interfaces.

Effective Four (4) Wire

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

End Office

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

End User

The term "End User" means any Customer of an intrastate or foreign telecommunications service that is not a Carrier, except that a Carrier other than a Telephone Company shall be deemed to be an "end user" when such Carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premise of such reseller.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Enhanced Service

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

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated local transport facility between the Customer's serving wire center and the Customer designated premise.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

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

Equal Level Echo Path Loss

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

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one (1) or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by a Telephone Company's tandem switch to mark the Carrier Connect Time when a Telephone Company's tandem switch sends an Initial Address Message to an interexchange customer.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two (2) readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

Extended PVC

The term "Extended PVC" denotes the interconnection of a port on a Telephone Company's frame relay switch with a port on another interconnected Telephone Company's frame relay switch.

First Point of Switching

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

Frame

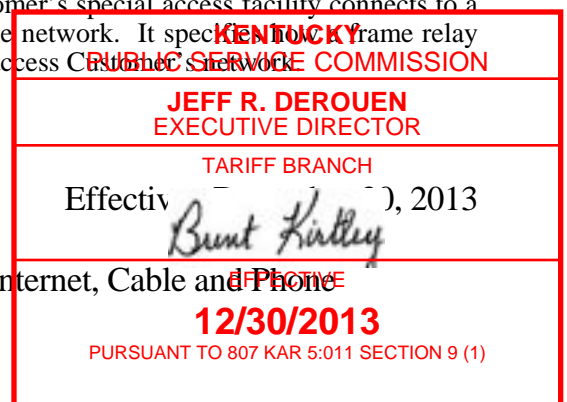
The term "Frame" denotes a group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits.

Frame Relay Access Customer Port

The term "Frame Relay Access Customer Port" denotes the physical location in a Telephone Company switching offices where the access Customer's special access facility connects to a Telephone Company's Frame Relay Access Service network. It specifies the frame relay switch sends and receives data from a frame relay access Customer network.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Frame Relay Access Service

The term "Frame Relay Access Service" denotes a medium-speed, connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks or other compatible end user Customer premise equipment for the purpose of connecting to an access Customer's intrastate network.

Frame Relay End User Port

The term "Frame Relay End User Port" denotes the physical location in a Telephone Company switching office where the special access facility of the Customer connects to the Frame Relay Access Service Network. It receives the data frame from the end user Customer's Local Area Network or other compatible CPE devices and verifies that the end user connection and the corresponding access Customer connection are valid before relaying the frame to the destination end point.

Frequency Shift

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

Host Central Office

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

Hub

A wire center at which bridging or multiplexing functions are performed for Customers served out of any wire center.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Impedance Balance

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

Impulse Noise

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

Individual Case Basis

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

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

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

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Company Central Office and generally at the Customer designated premise.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate or foreign communication by wire or radio, between two (2) or more exchanges.

Intermediate Hub

A wire center at which bridging or multiplexing functions are performed only for Customers served by that wire center and wire centers that subtend the hub.

Intermodulation Distortion

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

Intrastate Communications

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

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Legal Holiday

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

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one (1) or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Loss Deviation

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

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of one half (1/2) of the stated amount of time. As an example, in considering a period of twenty-four (24) hours, a major fraction thereof would be any period of time in excess of twelve (12) hours exactly. Therefore, if a given service is interrupted for a period of thirty-six (36) hours and fifteen (15) minutes, the Customer would be given a credit allowance for two (2) twenty-four (24) hour periods for a total of forty eight (48) hours.

Message

The term "Message" denotes a "call" as defined preceding.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one (1) way transmission measurements towards the Customer's premise from the Company end office.

Network Control Signaling

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

Nonsynchronous Test Line

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

North American Numbering Plan

The term "North American Numbering Plan" denotes a three(3) digit area code (Numbering Plan Area - NPA) and a seven (7) digit telephone number made up of a three (3) digit Central Office prefix plus a four (4) digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

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

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premise to an IXC Premise.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider Customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes any entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Permanent Virtual Connection (PVC)

The term "PVC" denotes a software defined communications path between two (2) port connections within the Frame Relay Access Service network.

Point of Termination

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

Premise

The term "Premise" denotes a building or buildings on contiguous property (except Railroad right-of-way, etc.) not separated by a public highway.

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Release Message

The term "Release Message" denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

Remote Switching Modules/Systems

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

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two (2) impedances at the junction of two (2) transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the Customer's premise equipment which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

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INTRASTATE DOMESTIC ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Service Access Code

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

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

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

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the Customer to select balance, milliwatt and synchronous test lines by manually dialing a seven (7) digit number over the associated access connection.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four (4) microfarads.

Signal-to-C-Notched Noise Ratio

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

Signaling Point (SP)

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

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Signaling Point of Interface (SPOI)

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

Signaling System 7 (SS7)

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

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

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

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Special Order

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

Standard PVC

The term "Standard PVC" denotes the interconnection of ports on the same frame relay switch.

Subtending End Office of an Access Tandem

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

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Synchronous Test Line

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

Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the serving wire center to the end office, or from the tandem to the end office, that is switched at a tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IXC premise to an End User premise.

Terminus Hub

A wire center at which bridging or multiplexing functions are performed only for Customers served directly by the same wire center.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one (1) direction per unit of time.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two (2) way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

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

Trunk

The term "Trunk" denotes a communications path connecting two (2) Kentucky systems in a network, used in the establishment of an end-to-end Public Service Commission

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2. GENERAL REGULATIONS (Cont'd)

2.17. Definitions (Cont'd)

Trunk Group

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

Trunk Side Connection

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

Two (2) Wire to Four (4) Wire Conversion

The term "Two (2) Wire to Four (4) Wire Conversion" denotes an arrangement which converts a four (4) wire transmission path to a two (2) wire transmission path to allow a four (4) wire facility to terminate in a two (2) wire entity (e.g., a central office switch).

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two (2) points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two (2) points.

WATS Serving Office

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

Wireless Switching Center

The term "Wireless Switching Center" (WSC) denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

Wire Center

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

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INTRASTATE DOMESTIC ACCESS SERVICES

3. ACCESS ORDERING

3.1 General

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

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

3.1.1 Ordering Conditions

All services offered under this Tariff will 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 access order. 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 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 is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR.

3.1.2 Service Installation

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

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3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Service Installation (Cont'd)

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

The Company at its option, may not accept orders for service dates which exceed the applicable service date by more than six (6) months.

Access Services will be installed during Company business days. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Section 10 following. This also applies to non-routine installation and special construction as set forth in Section 2.

3.1.3 Expedited Orders

When placing an access order, a Customer may request a service date that is prior to the assigned service date. A Customer may also request an earlier service date on a pending or negotiated access order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply in addition to the additional labor cost or extraordinary costs that are required to meet the requested service date. The Company will provide the Customer with an estimate of additional cost. Upon the Customer's agreement, the Company will proceed with the requested service date.

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3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.3 Expedited Orders (Cont'd)

A Customer may request a change of end user premise within the same serving wire center. If the Customer requests an earlier service date, an Expedited Order Charge will apply.

When the request for expediting occurs subsequent to the issuance of the access order, a Service Date Change Charge as set forth in Section 17.4.1(B) following will also apply.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company

3.1.4 Selection of Facilities for Access Orders

The option to request a specific transmission path or channel is only provided for High Capacity Facilities Special Access Service, or as provided for under special facilities routing as set forth in Section 8 following.

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

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3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements

An ASR is required by the Company to provide a Customer both Switched and Special Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

3.2.1 Switched Access Service

- A. When a Customer requests new or additional Switched Access Services, one (1) or more access orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.
- B. When placing an order for service, the Customer shall specify whether the service is to be provided as direct trunked transport or tandem switched transport, as described in Section 5.1.3 following.

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3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.1 Switched Access Service (Cont'd)

- C. When all or a portion of service is ordered as direct trunked transport, the Customer must specify the type and quantity of direct trunked transport facility (e.g. voice grade or high capacity DS1 or DS3). The Customer must also specify the type of entrance facility to be used for Switched Access Service (e.g. voice grade or high capacity). For high capacity entrance facilities, the Customer must specify the facility assignment and the channel assignment for each trunk.
- D. When the Customer has both tandem switched transport and direct trunked transport at the same end office, the Customer will be provided Alternate Traffic Routing as set forth in Section 5.4.4.
- E. When placing an order for Switched Access Service, the Customer shall provide:
 - 1. The number of trunks desired between Customer designated premise and an entry switch or Operator Transfer Service location;
 - 2. Optional Features
 - 3. A projected PSU as set forth in Section 2.
- F. When ordering by trunk to an access tandem, the Customer must provide the Company with an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.
- G. When a customer orders Switched Access Service in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3.2.2 Operator Transfer Service Optional Feature

When FGD Switched Access Service is ordered with the Operator Transfer Service optional feature as set forth in Section 5.4.5, following the Customer must specify the number of trunks desired between its premise and the Company operator services location. Operator Transfer Service is provided where available.

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3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.3 SS7 Optional Feature

When FGD Switched Access Service is ordered with the SS7 optional feature, the Customer shall specify a reference to existing signaling connections or reference a related SS7 signaling connection order. When ordering SS7 signaling, the Customer shall provide the Signaling Transfer Point (STP) codes, location identifier codes and circuit identifier codes. In addition, the Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

3.2.4 800 Data Base Access Service

For 800 Data Base Access Service, as described in Section 5.4.5 (c) following, the Customer must order FGD to those access tandems or end offices designated as Service Switching Points (SSP) for 800 data base service or to those non-SSP equipped end offices that can accommodate direct trunking of originating 800 calls. All traffic originating from end offices not equipped to provide SS7 signaling and routing or not able to accommodate direct trunking of originating 800 calls require routing via an access tandem where SSP functionality is available.

3.2.5 Special Access Service

When placing an order for Special Access Service the Customer must specify:

- A. The Customer designated premise or hubs involved;
- B. Type of service (e.g. Voice Grade or High Capacity);
- C. The channel interface(s);
- D. For multipoint services, the channel interface at each Customer designated premise may, at the request of the Customer, be different but all such interfaces shall be compatible; and
- E. That the traffic consists of more than ten (10) percent intrastate traffic.

When ordering bridging and/or multiplexing, the Customer must specify the Company hub(s) from which they desire service. The Customer must specify only those hubs that provide the type of service ordered and interconnect with the wire center(s) from which the Customer requires service.

3.2.6 Miscellaneous Services

Testing Service, Maintenance of Service, Telecommunications Service Priority and Additional Labor shall be ordered with an Access Order or may subsequently be added to a pending order at any time up to and including the service order for the Access Service, with the agreement of the Company.

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3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.6 Miscellaneous Services (Cont'd)

When added subsequently, a service date change maybe required. When a service date change is required, the Service Date Change Charge as set forth in Section 17 following will apply. When miscellaneous services are added to a pending order, a Design Change Charge as set forth in Section 17 will apply if 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 technical information included on the Design Layout Report. 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.

3.3 Access Orders For Services Provided By More Than One Company

Access Services provided by more than one Company are services where one end of the local transport or channel mileage element is in the operating territory of one Company and the other end of the element is in the operating territory of a different Company.

The ordering procedure for this service is dependent upon the billing arrangement to be used by the Companies involved in providing the Access Service. The Company will notify the Customer which of the ordering procedures will apply.

Each Company will provide its portion of the Access Service within its operating territory to an interconnection point(s) with the other Companies. Billing Percentages (BP) will be determined in accordance with MECAB guidelines. Each Company will bill the Customer for its portion of the service provided.

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3. ACCESS ORDERING (Cont'd)

3.3 Access Orders For Services Provided By More Than One Company (Cont'd)

For the service(s) ordered as set forth following, the Customer must also supply a copy of the order to the Company in whose operating territory a Customer designated premise is located and any other Company(s) involved in providing the service.

- A. For Feature Group D Switched Access Services, the Customer must place an order with the Company in whose territory the end office is located. Customers may, at their option, order FGD to the access tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same Company operating territory, the Customer must also supply a copy of the order to each additional Company subtending the access tandem.
- B. Customers ordering Special Access Service to be interconnected with Switched Access Services at Company designated WATS Serving Offices for the provision of WATS or WATS-type Services must place an order with each Company in whose territory the end office and the WATS Serving Office are located, if they are not collocated.
- C. Except for Special Access Service as set forth in paragraph (B) above or as set forth in paragraph (D) below, the Customer may place the order for a Special Access Service with either Company.
- D. For Special Access Service involving a hub(s) the Customer must place the order with the Company(s) in whose territory the hub(s) is located.

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3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering

3.4.1 Access Order Charge

The Access Order Charge is applied to all Customer requests for new Special and Switched Access Service. In addition, the Access Order Charge is applicable to Customer requests for additions, changes or rearrangements to existing Special and Switched Access Service.

A. The Access Order Charge does not apply:

1. when a Service Date Change Charge is applicable;
2. when a Design Change Charge is applicable;
3. to administrative changes as set forth in Section 5.4.1 following;
4. when a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
5. when a Miscellaneous Service Order Charge is applicable;
6. when Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured;
7. when a service with an ICB rate is converted to a similar service with a non-ICB Tariff rate prior to the expiration of the ICB rate;
8. when a Billing Name and Address Order Charge is applicable; or
9. when a Presubscription Charge is applicable.

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3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.1 Access Order Charge (Cont'd)

B. The Access Order Charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to Section 3.3 preceding, as set forth in this and other sections of this Tariff.

3.4.2 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge applies to any service, or combination of services ordered simultaneously from Section 10 of this Tariff for which a service order is not already pending (with the exception of Presubscription (Section 6), which does not have the charge applied). The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

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3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.2 Miscellaneous Service Order Charge (Cont'd)

The charge applies to the following services described in Section 10.

- Overtime Repair;
- Testing and Maintenance with Other Companies other than when in conjunction with Acceptance Testing;
- Other Labor; and
- Maintenance of Service.

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

- Telecommunications Service Priority;

The charge does not apply to the following services since there would exist a pending service order:

- Additional Engineering;
- Overtime Installation;
- Standby;
- Additional Cooperative Acceptance Testing.

3.4.3 Access Order Change Charges

Access Order changes involve service date changes and design changes. The Customer may request a change of its Access Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to the order and within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the customer still desires the Access Order change, the Company will schedule a new service date.

Any increase in the number of Special Access Service channels or Switched Access Service lines, trunks, or CCS/SS7 Port Terminations will be treated as a new Access Order (for the increased amount only).

If order changes are necessary to satisfy the transmission performance for a Special Access Service ordered by a Customer, the change will be made without order change charges being incurred by the Customer.

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INTRASTATE DOMESTIC ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

A. Service Date Change

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

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

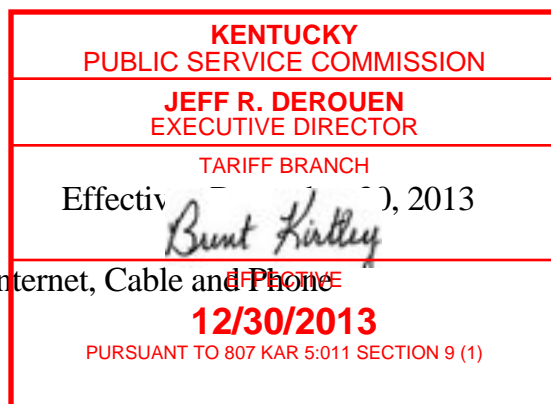
If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the Customer, the customer will be notified by the Company that Expedited Order Charges as set forth in Section 3.1.3 following apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the Cancellation Charges as set forth in Section 3.5.2 following. A new Access Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Access Order Charge will apply to the new order.

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

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3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

B. Design Change

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

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INTRASTATE DOMESTIC ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.4 Charges Associated with Access Ordering (Cont'd)

3.4.3 Access Order Change Charges (Cont'd)

B. Design Change (Cont'd)

The Company will review the requested changes, notify the customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply in addition to the charge for Additional Engineering as set forth in Section 17. If a change of service date is required, the Service Date Change Charge will also apply.

A Design Change Charge will apply, on a per order, per occurrence basis.

3.5 Minimum Periods and Cancellations

3.5.1 Minimum Periods

- A. Switched Access usage rate services (i.e. End Office Common Line, Tandem Switched Transport) have no minimum period.
- B. Special Access services are billed in advance with partial month charges calculated on a thirty (30) day month.

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INTRASTATE DOMESTIC ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.5 Charges Associated with Access Ordering (Cont'd)

3.5.1 Minimum Periods (Cont'd)

C. The following charges 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 (i.e. DS1 or DS3);
5. A change in Switched Access Service Traffic Type;
6. A change in type of Special Access Service Channel Termination;
7. A change from two (2) point to multipoint Special Access Service.

D. All applicable non-recurring charges for the service will be billed in addition to the Minimum Period Charge.

3.5.2 Cancellation of an Access Order

A. A Customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or a Customer's end user is unable to accept Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:

1. The Access Order shall be canceled and charges set forth in paragraph B. following will apply; or
2. Billing for the service will commence. In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the thirty- first (31st) day beyond the original service date of the Access Order.

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INTRASTATE DOMESTIC ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.5 Charges Associated with Access Ordering (Cont'd)

3.5.2 Cancellation of an Access Order (Cont'd)

- B. When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
1. Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 2. Where the Customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
 3. Where installation of access facilities has been started prior to the cancellation, the charges specified in paragraphs (a) or (b) following, whichever is lower, shall apply.
 - (a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs; or
 - (b) The minimum period charges for Switched or Special Access Service ordered by the Customer.
- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a service date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the Access Order without incurring cancellation charges

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INTRASTATE DOMESTIC ACCESS SERVICES

4. CARRIER COMMON LINE ACCESS SERVICES

4.1 General Description

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to Customers in conjunction with Switched Access Service provided in Section 5 of this Tariff.

Carrier Common Line Access Service provides for the use of Company common lines by Customers for access to end users to furnish Intrastate Communications.

The Switched Access Service provided by the Company includes the Switched Access provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges apply to intrastate Switched Access Service access minutes.

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4. CARRIER COMMON LINE ACCESS SERVICES (Cont'd)

4.2 Obligation of the Customer

4.2.1 Switched Access Service Requirement

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

4.2.2 Supervision

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

4.3 Determination of Usage Subject to Carrier Common Line Access Charges

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

When the Customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the Customer for intrastate will be determined as set forth in Section 2.3.9 preceding, (Percent Intrastate Use-PSU).

4.4 Presubscribed Interexchange Carrier Charge (PICC)

The Company will recover the Presubscribed Interexchange Carrier Charge (PICC) through a flat-rated, monthly charge assessed per each local exchange service line or trunk. For end users (including resellers of the Company-provided local exchange service) who have chosen a presubscribed interexchange carrier, the Company shall assess the PICC from the chosen carrier. The PICC will be based on a monthly snapshot of end user (or reseller) subscriber accounts. For end users (including resellers of Company provided local exchange services) who have not chosen a presubscribed interexchange carrier, the Company shall collect the PICC directly from the end user (or reseller). The PICC will be applied to these end users (or reseller's) accounts based on the status of the presubscribed interexchange carrier information at the time of the end user's (or reseller's) billing period. No fractional debits or credits will be created.

The Presubscribed Interexchange Carrier Charge will be the maximum allowable by the Federal Communications Commission.

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