

**ACCESS SERVICE**

Rates, Terms and Conditions  
applying to the provision of intrastate access  
and point to point service within the State of Texas  
by VTX Telecom, L.P.  
d/b/a VTX Telecom

All material contained herein is new.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

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**Effective: MAY 7, 2007**

**VTX TELECOM, L.P.  
480 South 6<sup>th</sup> Street  
Raymondville, TX 78580**

ACCESS SERVICE

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**ACCESS SERVICE**

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

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

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**ACCESS SERVICE**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and point to point service by VTX Telecom, L.P. (hereinafter "Company").

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

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**ACCESS SERVICE****1. DEFINITIONS**

Defined below are certain terms that are used throughout this tariff in conjunction with access services provided by this Company.

Access Code: A seven-digit dialing sequence designated by 101XXXX or 950XXXX, where XXXX represents the uniform four-digit carrier identification code (CIC).

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

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

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

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

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

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

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

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

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

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



**ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

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 Telephone 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.

Company: VTX Telecom, L.P., which is the issuer of this tariff.

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

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

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

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

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

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

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

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

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

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 Connection: The Term Frame Relay Access Connection denotes the physical facility, including the associated port, between the end user's data terminal equipment and the Telephone Company's frame relay switch.

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**ACCESS SERVICE****1. 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 customer premises equipment for the purpose of connecting to an intrastate frame relay network.

Frame Relay End User Port: The term Frame Relay End User Port denotes the physical location in the Telephone Company switching office where the Special Access facility of the customer connects to the Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay end user customer's LAN or other compatible CPE devices.

Frame Relay Inter-network Connection: The term Frame Relay Inter-network Connection denotes the physical facility, including the associated port, between the access customer's frame relay network and the Telephone Company's frame relay switch.

Frame Relay Inter-network Customer Port: The term Frame Relay Inter-network Customer Port denotes the physical location in the Telephone Company switching office where the access customer's Special Access facility connects to the Telephone Company's Frame Relay Access Service Network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

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

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

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

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

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

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

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

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

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

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**ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

Mbps: Megabits, or millions of bits, per second.

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

NECA: National Exchange Carrier Association, Inc.

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

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

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

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

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

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

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

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

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

Presubscription: An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access by dialing 1+ or 0+, in order to complete interLATA calls. The selected IXC(s) is/are referred to as the end user's Primary Interexchange Carrier(s) (PICs). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

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

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**ACCESS SERVICE****1. DEFINITIONS (Cont'd)**

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

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

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

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

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

Special Access Service: Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users, as defined in this tariff.

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

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

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**ACCESS SERVICE****2. REGULATIONS**2.1 Undertaking of the Company2.1.1 Scope

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the State of Texas under the terms of this tariff.

2.1.2 Shortage of Equipment or Facilities

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

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

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

2.1.3 Terms and Conditions

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

2.1.3.B Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service Ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.C At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.D This tariff shall be interpreted and governed by the laws of the State of Texas without regard for the State's choice of laws provisions.

**2.1.4 Liability of the Company**

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.B The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- 2.1.4.C The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.
- 2.1.4.D The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.E The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.E as a condition precedent to such installations.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.F The Company shall not be liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.G The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another Interexchange carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.
- 2.1.4.H The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
- 2.1.4.I The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.J The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

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

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

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

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

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

**2.1.6 Provision of Equipment & Facilities**

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

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment & Facilities (Cont'd)**

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

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

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

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

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

2.1.6.F.(2) the reception of signals by Customer-provided equipment; or

2.1.6.F.(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment & Facilities (Cont'd)**

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

**2.1.7 Non-Routine Installation**

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

**2.1.8 Special Construction**

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

- 2.1.8.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.8.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.8.E where installation is on an expedited basis;
- 2.1.8.F on a temporary basis until permanent facilities are available;

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## ACCESS SERVICE

**2. REGULATIONS** (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Special Construction (Cont'd)

2.1.8.G installation involving abnormal costs; or

2.1.8.H in advance of its normal construction schedules.

Special construction charges for Switched Access Services will be determined on a time and expense basis, based on the company's current hourly charges.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.

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

2.3 Obligations of the Customer2.3.1 The Customer shall be responsible for

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for (Cont'd)**

- 2.3.1.B reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- 2.3.1.C providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.D obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- 2.3.1.E providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 The Customer shall be responsible for (Cont'd)**

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

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

**2.3.2 Claims**

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

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

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

**2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

2.3.3.A **Originating Access:** Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.3.3.A.(1) For Feature Group D Switched Access Service(s), as defined in Section 4.2.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.3.3.A.(2) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.3.3.A.(4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

2.3.3.B **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Jurisdictional Reporting (Cont'd)**

2.3.3.C Except where the Company-measured access minutes are used as set forth in 2.3.3.A above, the Customer-reported projected PIU factor, as set forth above, will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing, and will be effective on the next bill date.

2.3.3.D Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. 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 Access Service Request.

2.3.3.E Jurisdictional Report Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request.

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels2.4.1 In General

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

2.4.2 Interconnection of Facilities

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

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

2.5 Payment Arrangements2.5.1 Payment for Service

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

2.5.1.A Taxes

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service (Cont'd)**

2.5.1.B A surcharge may be imposed on all charges for service originating at addresses in the state of Texas. This surcharge is based on the state of Texas' receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company for the payment of intrastate access charges. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

**2.5.2 Billing and Collection of Charges**

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

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

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

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

2.5.2.C When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

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

2.5.2.E Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.4 following, and later restored, restoration of service will be subject to all applicable installation charges.

**2.5.2.F Payment Dates and Late Payment Penalties**

2.5.2.F.(1) All bills dated as set forth herein are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31-day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday, which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)2.5.2.F Payment Dates and Late Payment Penalties (Cont'd)

## 2.5.2.F.(1) (Cont'd)

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

2.5.2.F.(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

2.5.2.G Billing Disputes Resolved in Favor of the Telephone Company

Late Payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)2.5.2.H Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved.

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

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

Both Multiple bill and Single bill billing options are supported under this tariff. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the end user.

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



**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)2.5.2.J Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service.

Additionally, the Company shall provide this notice, in writing, 30 days in advance of any changes in the arrangement.

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

- 2.5.2.J.(1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- 2.5.2.J.(2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange carrier which operates the switch.
- 2.5.2.J.(3) Separate bills will be rendered by the Exchange Carrier for FGD access service, if the multiple bill option is selected.

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)2.5.2.J Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

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

2.5.2.J.(4).(a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved: when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

2.5.3 Deposits

2.5.3.A Before the service or facility is furnished to a Customer whose credit has not been duly established, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

2.5.3.A.(1) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or

2.5.3.A.(2) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.



**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.3 Deposits (Cont'd)

2.5.3.B A deposit may be required in addition to an advance payment.

2.5.3.C The charges set forth in this tariff for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

2.5.3.D When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit, or credit the Customer's account.

2.5.4 Refusal and Discontinuance of Service

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

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

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

2.5.4.D Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

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

2.5.4.F Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A or 2.5.4.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.4 Refusal and Discontinuance of Service (Cont'd)**

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

2.5.4.H.(1) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.4.H.(1) (a-f) if:

2.5.4.H.(1).(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service, or its planned use of service(s); or

2.5.4.H.(1).(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

2.5.4.H.(1).(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4.A above; or

2.5.4.H.(1).(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

2.5.4.H.(1).(e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)2.5.4 Refusal and Discontinuance of Service (Cont'd)

## 2.5.4.H (Cont'd)

## 2.5.4.H.(1) (Cont'd)

2.5.4.H.(1).(f) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:

2.5.4.H.(1).(f).(i) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

2.5.4.H.(1).(f).(ii) Using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or

2.5.4.H.(1).(f).(iii) Any other fraudulent means or devices; or

2.5.4.H.(2) Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.4.H.(3) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4.A, above; or

2.5.4.H.(4) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)****2.5 Payment Arrangements (Cont'd)****2.5.5 Cancellation of Application for Service**

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

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

**2.6 Allowances for Interruptions in Service**

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

**2.6.1 Credit for Interruptions**

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

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**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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

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

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

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

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

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

**ACCESS SERVICE****2. REGULATIONS (Cont'd)**2.6 Allowances for Interruptions in Service (Cont'd)2.6.2 Limitations on Allowances (Cont'd)

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

2.6.3 Cancellation for Service Interruption

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

2.7 Cancellation of Service

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

2.8 Transfers and Assignments

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

## ACCESS SERVICE

**2. REGULATIONS (Cont'd)****2.9 Notices and Communications**

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein

**2.10 Unlawful and Abusive Use**

The services provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonable expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE****3.1 General**

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

**3.1.1 Ordering Conditions**

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 ASR. All details for services for a particular order must be identical.

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

- 3.1.1.A Customer name and premises address(es);
- 3.1.1.B Billing name and address (when different from Customer name and address); and
- 3.1.1.C Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC).

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.1 General (Cont'd)****3.1.2 Provision of Other Services**

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

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

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when additional technical information is needed after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, 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. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than ten (10) percent.

**3.2 Access Order**

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

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

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)**

When placing an order for either Switched or Special Access Service, as described in sections 4 and 9, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service. The Access Order charges are found in Section 9.1.1.

**3.2.1 Access Service Date Intervals**

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

- Standard Interval
- Negotiated Interval

The Company will provide an FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable efforts, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

**3.2.1.A Standard Interval**

The Standard Interval for Switched Service will be published.

**3.2.1.B Negotiated Interval**

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

- 3.2.1.B.(1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 3.2.1.B.(2) There is no existing facility connecting the Customer premises with the Company; or
- 3.2.1.B.(3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)**3.2 Access Order (Cont'd)3.2.1 Access Service Date Intervals (Cont'd)3.2.1.B Negotiated Interval (Cont'd)

3.2.1.B.(4) The Company determines that Access Service cannot be installed within the Standard Interval.

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

3.2.2 Access Service Request Modifications

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

3.2.2.A Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Request Modifications (Cont'd)****3.2.2.A Service Commencement Date Changes (Cont'd)**

If the customer-requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 9.1.2.

**3.2.2.B Design Change Charge**

The Customer may request a Design Change to the Service Ordered. A Design Change is any change to an ASR which requires an Engineering Review. An Engineering Review is a review by Company personnel of the Service Ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such modifications as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection, and will require issuance of a new ASR and the cancellation of the original ASR. The appropriate cancellation charges will apply in these instances.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 9.1.3 are in addition to any Service Date Change Charges that may apply.

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Request Modifications (Cont'd)****3.2.2.C Expedited Order Charge**

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

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

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

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

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

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.2 Access Service Request Modifications (Cont'd)****3.2.2.C Expedited Order Charge (Cont'd)**

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

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 9.1.4.

**3.2.3 Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as specified herein, Cancellation Charges will apply as specified in Section 9.1.5.

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

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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**ACCESS SERVICE****3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)****3.2 Access Order (Cont'd)****3.2.4 Minimum Period of Service**

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

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

3.2.4.A.(1) A change in the identity of the Customer of record;

3.2.4.A.(2) A move by the Customer to a different building;

3.2.4.A.(3) A change in type of service;

3.2.4.A.(4) A change in Switched Access Service Interface (i.e., DS-1 or DS-3);

3.2.4.A.(5) A change in Switched Access Service Traffic Type.

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

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

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

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE****4.1 General**

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

**4.2 Provision and Description of Switched Access Service Arrangements**

Switched Access Service is provided in the following service types:

**4.2.1 Feature Group Access****4.2.1.A Feature Group D (FGD) Access**

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications.

Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

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

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

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.1 Feature Group Access (Cont'd)4.2.1.B Feature Group D (FGD) Access

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

4.2.2 Manner of Revision

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

4.2.3 Rate Categories

There are four rate categories which apply to Switched Access Service:

- Local Transport (described in 4.2.3.A. following)
- End Office (described in 4.2.3.B. following)
- Chargeable Optional Features (described in 4.2.3.C. following)
- Carrier Common Line (described in Section 4.2.3.D. following)

4.2.3.A Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****4.2.3.A Local Transport (Cont'd)**

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

When the customer has both Tandem Switched Transport and Direct Trunked Transport at the same end office that is not collocated with a tandem, the customer will be provided Alternate Traffic Routing.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.A Local Transport (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, as not having the capability to provide Direct Trunked Transport. Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA Tariff F.C.C. No. 4.

Unless otherwise ordered by the F.C.C., where the Telephone Company elects to provide equal access through a centralized equal access arrangement, the Telephone Company will designate the serving wire center. The designated SWC will normally be that wire center which provides dial tone to the telephone company centralized Equal Access tandem office identified in NECA Tariff F.C.C. No. 4.

When service is provided in cooperation with a non telephone company provider of centralized Equal Access, the SWC will be that wire center which would normally provide dial tone to the telephone company point of interconnection with the non telephone company provider of centralized Equal Access specified in the tariff of the centralized Equal Access provider. Those Telephone Company offices providing equal access through centralized arrangements are identified in NECA Tariff F.C.C. No. 4.

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Local Transport is provided at the rates and charges set forth in 9.2 following.

When more than one Telephone Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth herein.

The Local Transport Rate Category includes four classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem Switched Transport, and (4) Multiplexing.

4.2.3.A.(1) Entrance Facility

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 9.2 following will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.

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A customer's Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

## 4.2.3.A.(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices except those end offices identified in NECA Tariff F.C.C. No. 4, Wire Center Information as not having the capability to provide Direct Trunked Transport.

Direct Trunked Transport is not available: (1) from end offices that provide equal access through a centralized equal access arrangement, (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 series type calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 series type calls. These end offices are also identified in NECA Tariff F.C.C. No. 4.

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Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA TARIFF F.C.C. NO. 4, WIRE CENTER INFORMATION.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 9.2 following which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

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The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate specified in Section 9.2 following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

4.2.3.A.(3) Tandem Switched Transport

The Tandem Switched Transport rate elements recover tandem switching costs and a portion of the costs associated with the communications path between a tandem and an end office on circuits that are switched at a tandem switch, or between a host and a remote switch.

Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate, and a Tandem Switched Termination rate. The Tandem Switching rate is applicable at the Tandem, when a customer orders Direct Trunk Transport to the tandem and Tandem Switched Transport from the tandem to the end office.

In those instances where an SSP equipped end office is capable of handling 800 SAC Traffic on a direct trunked basis but incapable of handling 888 SAC traffic on a direct trunked basis, a full credit will be provided for Tandem Switched Transport Charges associated with FGD service for 888 SAC traffic delivered at the tandem.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.A Local Transport (Cont'd)4.2.3.A.(3) Tandem Switched Transport (Cont'd)

This results in all 800 series traffic being rated as direct trunked transport regardless of whether the SSP equipped end office is capable of handling 888 SAC traffic on a direct trunked basis. Those SSP equipped end offices that cannot accommodate direct trunking of originating 888 SAC traffic are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

4.2.3.A.(3).(a) The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate specified in 9.2 following is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

4.2.3.A.(3).(b) The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. The Tandem Switched Facility rate specified in Section 9.2 following is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

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**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.A Local Transport (Cont'd)

4.2.3.A.(3) Tandem Switched Transport (Cont'd)

- 4.2.3.A.(3).(c) The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Facility. The Tandem Switched Termination rate specified in Section 9.2 following is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office, tandem, and serving wire center). When the Tandem switched Facility mileage is zero, neither the Tandem Switched Facility rate nor the Tandem Switched Termination rate will apply.

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DS3 to DS1 Multiplexing charges specified in Section 9.2 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

4.2.3.A.(5) Interface Groups

Ten Interface Groups are provided for terminating the Entrance Facility at the customer's designated premises. Technical specifications concerning the available interface groups are set forth in 8.1 following.

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Where transmission facilities permit, the individual transmission path between the customer's designated premises and the first point of switching, may at the option of the customer, be provided with the following optional features as set forth and described in 8.1.1(E) following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

When a customer subscribes to Common Channel Signaling Network Connection Service (CCSNC Service), the following optional features are made available.

- Signaling System 7 (SS7) Signaling
- Calling Party Number
- Carrier Selection Parameter
- Charge Number Parameter
- Automatic Number Identification (ANI)
- End Office End User Line Service Screening for Use with Special Access Service Utilized in the Provision of WATS or WATS-Type Services
- Hunt Group Arrangement for Use with Special Access Service Utilized in the Provision of WATS or WATS-Type Services
- Uniform Call Distribution Arrangement for Use with Special Access Service Utilized in the Provision of WATS or WATS-Type Services
- Nonhunting Number Associated with Hunt Group Arrangement or Uniform Call Distribution Arrangement for Use with Special Access Service Utilized in the Provision of WATS or WATS-Type Services
- Digital Switched 56 Service
- Multifrequency Address Signaling
- Signaling System 7 (SS7) Signaling
- Calling Party Number (CPN)
- Carrier Selection Parameter (CSP)
- Charge Number Parameter (CNP)
- Flexible Automatic Number Identification (Flex ANI)

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****4.2.3.A Local Transport (Cont'd)****4.2.3.A.(7) Chargeable Optional Features**

Common Channel Signaling, Signaling System 7 (CCS/SS7) Network Connection (CCSNC) Service provides a signaling path between a customer's designated Signaling Point of Interface (SPOI) and a Telephone Company's Signaling Transfer Point (STP). CCSNC is provided as set forth in 4.2.3.F following.

800 Series Data Base Access Service is provided to all customers in conjunction with FGD switched access service. A Basic or Premium Feature Query charge, as set forth in 9.2 following, is assessed for each query launched to the 800 series data base. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series type calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Premium Feature Query provides this same customer identification function in addition to vertical features which may include: (1) call validation (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers (which is generally necessary for the routing of 800 series type calls); (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series type calls based on factors such as time of day, place of origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

**4.2.3.B End Office**

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.B End Office (Cont'd)4.2.3.B.(1) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Local Switching does not apply to Feature Groups D Switched Access Services associated with Wireless Switching Centers (WSCs) directly interconnected to a Telephone Company access tandem office.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Groups D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

Rates for Local Switching are set forth in 9.2 following. The application of these rates with respect to individual Feature Groups is as set forth in 4.2.3.C following.

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There are four types of functions included in the Local Switching rate element: Common Switching, Transport Termination, and Line Termination. These are described in (a) through (c) following.

4.2.3.B.(1).(a) Common Switching

Common Switching provides the local end office switching functions associated with the various access (i.e., Feature Group) switching arrangements. The Common Switching arrangements provided for the various Feature Group arrangements are described in 4.2.1.A through 4.2.1.B preceding.

Included as part of Common Switching are various chargeable optional features which the customer can order to meet the customer's specific communications requirements. These optional features are described in 4.2.3.C following.

4.2.3.B.(1).(b) Transport Termination

Transport Termination functions provide for the line or trunk side arrangements which terminate the Local Transport facilities. Included as part of these functions are various nonchargeable optional termination arrangements. These optional terminating arrangements are described in 4.2.3.A.(7). There are also chargeable features in 4.2.3.A.(8).

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Line Termination provides for the terminations of end user lines in the local end office. There are two types of Line Terminations, i.e., Common Line Terminations and Special Access Service Terminations utilized in the provision of WATS or WATS-type services at Telephone Company designated WATS Serving Offices.

The above Special Access Service Terminations are differentiated by line side vs. trunk side terminations. In addition, there are various types of originating and terminating line side terminations depending on the type of signaling associated with the Special Access Service. Line side terminations are available with either dial pulse or dual tone multifrequency address signaling.

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**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.C Chargeable Optional Features

Where facilities permit, the Telephone Company will, at the option of the customer, provide the following chargeable optional features.

4.2.3.C.(1) Interim NXX Translation

The Interim NXX Translation rate element provides for customer identification of non-data base services when calls are directed by end users in the 1+SAC+NXX-XXXX (e.g., 1+900+NXX-XXXX) format. The NXX codes are assigned to specific customers in conformance with the North American Numbering Plan (NANP). The Telephone Company will use the NXX code to identify the customer to whose point of termination the traffic is to be delivered, (i.e., at appropriately equipped electronic end offices, access tandems or through contracted arrangements with other parties.) It is then the responsibility of the customer to do any further translation the customer deems necessary to route the call. Customer assigned NXX codes which have not been ordered will be blocked.

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**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.C Chargeable Optional Features (Cont'd)

4.2.3.C.(1) Interim NXX Translation (Cont'd)

A nonrecurring charge, as set forth in 9.2 following, is associated with this optional feature. This nonrecurring charge is assessed by the Telephone Company on a per order, per LATA or Market Area basis and is applied in lieu of the Access Order Charge specified in 9.1.1 following. The nonrecurring charge is assessed only by the Telephone Company that provides the final translation function. A Telephone Company is said to have provided the final Interim NXX Translation when its translation identifies the customer's traffic and this traffic is then delivered to the customer's point of termination without any further translation.

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800 Series Data Base Access Service is provided to all customers in conjunction with FGD switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Telephone Company will utilize the Signaling System 7 (SS7) network to query an 800 series data base to identify the customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified customer over FGD switched access.

A Basic or Premium Feature Query charge, as set forth in 9.2 following, is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series type calls by telephone companies to different inter-exchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Premium Feature Query provides the same customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3).

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)****4.2.3.D Carrier Common Line**

The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 4 of this tariff.

**4.2.3.D.(1) General Description**

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Intrastate Communications.

Premium Access is (1) Switched Access Service provided to customers under this tariff which furnish intrastate MTS/WATS, and (2) Switched Access in an end office converted to equal access.

Access is Switched Access Service provided in an end office not yet converted to equal access to customers that do not furnish intrastate MTS/WATS.

**4.2.3.D.(1).(a) Limitations****4.2.3.D.(1).(a).(i) Exclusions**

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

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All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

4.2.3.D.(1).(a).(iii) WATS Access Lines

Where Switched Access Services are connected with Special Access Services at Telephone Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access per minute charges.

4.2.3.D.(1).(b) Undertaking of the Telephone Company4.2.3.D.(1).(b).(i) Provision of Service

Where the customer is provided Switched Access Service under other sections of this tariff, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates and charges set forth in 9.2 following.

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The Switched Access Service provided by the Telephone Company includes the Switched Access Service provided for intrastate communications. The Carrier Common Line Access rates and charges as set forth in 9.2 following apply to Intrastate Switched Access Service minutes in accordance with the rate regulations as set forth in 4.2.3.D.(1).(e). (iii). following (Percent Interstate Use – PIU).

4.2.3.D.(1).(c) Obligations of the Customer4.2.3.D.(1).(c).(i) Switched Access Service Requirement

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

4.2.3.D.(1).(c).(ii) Supervision

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

**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description(Cont'd)

4.2.3.D.(1).(d) 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.

4.2.3.D.(1).(d).(i) Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 4.2.3.D.(1).(e).(iii), following (Percent Interstate Use – PIU).

4.2.3.D.(1).(e) Rate Regulations

4.2.3.D.(1).(e).(i) Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations as set forth herein.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.D Carrier Common Line (Cont'd)4.2.3.D.(1) General Description(Cont'd)4.2.3.D.(1).(e) Rate Regulations (Cont'd)4.2.3.D.(1).(e).(ii) Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment except as set forth herein and Feature Group D operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls recorded by the customer. The Telephone Company measuring and recording equipment, except as set forth herein will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

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**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description (Cont'd)

4.2.3.D.(1).(e) Rate Regulations (Cont'd)

4.2.3.D.(1).(e).(iii) Percent Interstate Use (PIU)

When the customer reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line charges will be billed only to interstate Switched Access Service access minutes based on the data reported by the customer as set forth in 2.3.3 preceding (Jurisdictional Reports), except where the Telephone Company is billing according to actuals by jurisdiction. Intrastate Switched Access Service access minutes will, after adjustment, be used to determine Carrier Common Line Charges as set forth in 4.2.3.D.

4.2.3.D.(1).(e).(iv) Determination of Premium Charges

After the adjustments as set forth in 4.2.3.D.(1).(e).(iii). Percent Interstate Use (PIU) preceding have been applied, when necessary, to Switched Access Service access minutes, charges for the involved customer account will be determined as follows:

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**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description (Cont'd)

4.2.3.D.(1).(e) Rate Regulations (Cont'd)

4.2.3.D.(1).(e).(iv) Determination of Premium Charges  
(Cont'd)

4.2.3.D.(1).(e).(iv).(1) Access minutes for all Switched Access Service subject to Carrier Common Line charges will be multiplied by the Premium Access per minute rate as set forth in 9.2 following.

4.2.3.D.(1).(e).(iv).(2) Terminating Access per minute charge(s) apply to:

- all terminating access minutes of use;
- less those terminating access minutes of use associated with Wireless Switching Centers (WSCs).

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**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description (Cont'd)

4.2.3.D.(1).(e) Rate Regulations (Cont'd)

4.2.3.D.(1).(e).(iv) Determination of Premium Charges  
(Cont'd)

4.2.3.D.(1).(e).(iv).(2) Terminating Access per minute  
charge(s) apply to: (Cont'd)

- all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line Charges.

## ACCESS SERVICE

4. SWITCHED ACCESS SERVICE (Cont'd)4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.D Carrier Common Line (Cont'd)4.2.3.D.(1) General Description (Cont'd)4.2.3.D.(1).(e) Rate Regulations (Cont'd)4.2.3.D.(1).(e).(iv) Determination of Premium Charges  
(Cont'd)4.2.3.D.(1).(e).(iv).(2) Terminating Access per minute  
charge(s) apply to: (Cont'd)

When the customer makes this report available to the Telephone Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in 4.2.3.D.(e).(iv).(3), following. If a billing dispute arises concerning the customer provided report, the Telephone Company will request the customer to provide the data the customer used to develop the report. The Telephone Company will not request such data more than once a year. The customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Telephone Company until after billing, it shall be used by the Telephone Company to calculate and post a credit to the customer's account. The credit shall be posted to the customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

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**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description (Cont'd)

4.2.3.D.(1).(e) Rate Regulations (Cont'd)

4.2.3.D.(1).(e).(iv) Determination of Premium Charges  
(Cont'd)

4.2.3.D.(1).(e).(iv).(3) The originating Access per minute charge(s) apply to:

- all originating minutes of use;
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers;
- less those originating access minutes of use associated with Wireless Switching Centers (WSCs).

**ACCESS SERVICE**

**4. SWITCHED ACCESS SERVICE (Cont'd)**

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

4.2.3 Rate Categories (Cont'd)

4.2.3.D Carrier Common Line (Cont'd)

4.2.3.D.(1) General Description (Cont'd)

4.2.3.D.(1).(e) Rate Regulations (Cont'd)

4.2.3.D.(1).(e).(iv) Determination of Premium Charges  
(Cont'd)

4.2.3.D.(1).(e).(iv).(3) The originating Access per minute charge(s) apply to:

- all originating minutes of use;  
(Cont'd)
  
- plus all originating access minutes of use associated with calls placed to 700, 800 series and 900 numbers for which the customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.3 Rate Categories (Cont'd)**

4.2.3.E Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

**4.2.3.E.(1) 800/888 Series Data Base Access Service**

Series Data Base Access Service is provided to all customers in conjunction with FGD switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 800/888 series data base to identify the customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified customer over FGD switched access.

A Basic or Premium Feature Query charge, as set forth in 9.2 following, is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800/888 series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Premium Feature Query provides the same customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800/888 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800/888 series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

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## ACCESS SERVICE

4. SWITCHED ACCESS SERVICE (Cont'd)4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.3 Rate Categories (Cont'd)4.2.3.F Common Channel Signaling/Signaling System 7 Network Connection Service (CCSNC)

Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Connection Service (CCSNC), which is available with Feature Group D, where technically feasible provides a signaling path between a customer's designated Signaling Point of Interface (SPOI) and a Signaling Transfer Point (STP). This service provides customers with the use of a two-way signaling path for accessing information necessary for the completion of their end user's calls.

CCS/SS7 Networks Connection Service is comprised of two parts; a Signaling Network Access Link (SNAL, consisting of Signaling Mileage Facility, Signaling Mileage Termination and Signaling Entrance Facility) and a Signaling Transfer Point (STP) Port. The SNAL is provided as a dedicated 56 kbps out-of-band signaling connection between the customer's SPOI and the STP Port on the STP.

The CCS/SS7 Networks Connection Service is provisioned by a mated pair of STPs as described in Technical Reference TR-TSV 000905 in order to ensure networks availability and reliability. The Telephone Company shall not be held liable for service outages if the customer employs technology related to the interconnection of signaling networks that do not adhere to generally accepted industry technical standards.

When CCS/SS7 Network Connection service is provisioned for use with SS7 Signaling, interconnection between signaling networks must occur at an STP.

Rates and charges for the CCS/SS7 Network Connection STP Ports and Signaling Network Access Links are contained in 9.2 following.

4.2.4 Descriptions and Application of Rate4.2.4.A Recurring Rates

4.2.4.A.(1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.

4.2.4.A.(2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.



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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.4 Descriptions and Application of Rate (Cont'd)****4.2.4.B Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in 9.1.1 following.

**4.2.4.B.(1) Installation of Service**

A Local Transport nonrecurring installation charge, as set forth in 9.2 following, will be applied per line or trunk installed.

A non-recurring Directory Access installation charge, as set forth in 9.2 following, will apply per line or trunk ordered.

A non-recurring Interim NXX translation charge, as set forth in 9.2 following, will apply per order.

**4.2.4.B.(2) Service Rearrangements**

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in 9.2.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.5 Billing Validation Service**

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

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

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

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

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

**4.2.6 Acceptance Testing**

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

**4.2.7 Ordering Options and Conditions**

Access Service is ordered under the Access Order provisions set forth in Section 3.2.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****4.2.8 Network Blocking Charge**

The customer will be notified by the Company to increase its capacity (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased. Excessive trunk group blocking occurs when the blocking thresholds stated below are exceeded. They are predicated on time consistent, hourly measurements over a 30 day period excluding Saturdays, Sundays and national holidays. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the customer, at the rate set forth in Section 9 following, for each overflow in excess of the blocking threshold when (1) the average "30 day period" overflow exceeds the threshold level for any particular hour and (2) the "30 day period" measured average originating or two-way usage for the same clock hour exceeds the capacity purchased.

<u>Trunks in Service</u>	<u>Blocking Thresholds</u>	
	<u>1%</u>	<u>1/2%</u>
1-2	7.0%	4.5%
3-4	5.0%	3.5%
5-6	4.0%	2.5%
7 or greater	3.0%	2.0%

The 1% blocking threshold is for transmission paths carrying traffic direct (without an alternate route) between an end office and a customer's premises. The 1/2% blocking threshold is for transmission paths carrying first routed traffic between an end office and a customer's premises via an access tandem.

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**ACCESS SERVICE****4. SWITCHED ACCESS SERVICE (Cont'd)****4.3 Obligations of the Company**

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

**4.3.1 Network Management**

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

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

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**ACCESS SERVICE****5. SPECIAL CONSTRUCTION****5.1 Special Construction****5.1.1 Basis for Rates and Charges**

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

**5.1.2 Termination Liability**

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

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

5.1.2.B The amount of maximum termination liability is equal to the rates and charges established pursuant to 5.1.1 above.

5.1.2.C The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 6 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

**5.2 Individual Case Basis Arrangement**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Request will be made via an Access Service Request (ASR) submitted by the Carrier to the Company.

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**ACCESS SERVICE****6. MISCELLANEOUS SERVICES**

The following Miscellaneous Services are addressed in this section:

Billing Name and Address  
Additional Engineering  
Additional Labor  
Testing Services  
Maintenance of Service  
Presubscription

**6.1 Billing Name and Address**

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

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

**6.1.1 Undertaking of the Company**

6.1.1.A All requests for information will be by facsimile or electronic mail (E-mail).

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

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

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



**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)****6.1 Billing Name and Address (Cont'd)****6.1.2 Obligations of the Customer**

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

6.1.2.B The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information.

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

**6.2 Additional Engineering**

Additional Engineering, including engineering reviews as set forth in Sections 3.1.2 above, will be undertaken only after the Company has notified the customer that additional engineering charges apply as set forth in Section 9 following, and the customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the customer only when:

- (A) A customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in Section 3.1.2.
- (B) Additional Engineering time is incurred by the Company to engineer a customer's request for a customized service.

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## ACCESS SERVICE

6. MISCELLANEOUS SERVICES (Cont'd)6.3 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in this tariff. The Company will notify the customer that additional labor charges as set forth in Section 9. following will apply before any Additional Labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

6.3.1 Basic Time

Basic time is time during normally scheduled working hours. Normal working hours are Monday through Friday, 8:00 a.m. until 5:00 p.m. CST/CDST, excluding Company-observed holidays.

6.3.2 Overtime

Overtime includes time for labor performed outside of normally scheduled working hours. Overtime labor charges apply Monday through Friday 5:01 p.m. until 7:59 a.m. the next day (CST/CDST).

6.3.3 Premium Time

Premium time includes Saturdays, Sundays, or Holidays any time of day beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Sunday CST/CDST.

**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)****6.4 Testing Services**

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in Section 9 following. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours. Other testing services, as described in Section 4.2.6 above, are provided by the Company in association with Access Services and are furnished at no additional charge.

Testing services are normally provided by Company personnel at Company locations; however, provisions are made in Section 6.4.1 following for a customer to request Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in Sections 6.4.1 and 6.4.2 following.

**6.4.1 Switched Access Service**

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, (i.e., Acceptance Tests), (b) tests which are performed after customer acceptance of such access services and which are without charge (i.e., routine testing) and (c) additional tests which are performed during or after customer acceptance of such access services and for which additional charges apply, (i.e., Additional Cooperative Acceptance Tests and in-service tests).

Routine tests are those tests performed by the Company on a regular basis, as set forth in Section 4.2.6 above which are required to maintain Switched Access Service. Additional in-service tests may be done on an automatic basis (no Company or customer technicians involved), on a manual basis (Company technician(s) involved at Company office(s) and Company or customer technician(s) involved at the customer designated premises).

**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)**6.4 Testing Services (Cont'd)6.4.1 Switched Access Service (Cont'd)(A) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing of Switched Access Service involves the Company provision of a technician at its office(s) and the customer provision of a technician at its premises, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Tests may, for example, consist of the following tests:

- Impulse Noise
- Phase Jitter
- Signal to C-Notched Noise Ratio
- Intermodulation (Nonlinear) Distortion
- Frequency Shift (Offset)
- Envelope Delay Distortion
- Dial Pulse Percent Break

(B) Additional Automatic Testing

Additional Automatic Testing (AAT) of Switched Access Services is a service where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. The customer may order, at additional charges, gain-slope and C-notched noise testing and may order the routine tests (1004 Hz loss, C-Message Noise and Balance) on an as-needed or more than routine schedule.

The Company will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as- occurs basis.

The Additional Tests, (i.e., gain slope, C- notched noise, 1004 Hz loss, C-message noise and balance) may be ordered by the customer at additional charges, 60 days prior to the start of the customer prescribed schedule. The rates for Additional Automatic Tests are as set forth in Section 9 following.

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## ACCESS SERVICE

6. MISCELLANEOUS SERVICES (Cont'd)6.4 Testing Services (Cont'd)6.4.1 Switched Access Service (Cont'd)(C) Additional Manual Testing

Additional Manual Testing (AMT) of Switched Access is a service where the Company provides a technician at its office(s) and the Company or customer provides a technician at the customer designated premises, with suitable test equipment to perform the required tests. Such additional tests will normally consist of gain-slope and C-notched noise testing. However, the Company will conduct any additional tests which the IC may request.

The Company will provide an AMT report listing the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on a per occurrence basis.

The Additional Manual Tests may be ordered by the customer at additional charges, 60 days prior to the start of the testing schedule as mutually agreed to by the customer and the Company.

The rates for Additional Manual Testing are as set forth in Section 9 following.

(D) Obligations of the Customer

- (1) The customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support routine testing.
- (2) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

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**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)**6.4 Testing Services (Cont'd)6.4.2 Special Access Service

The Company will provide assistance in performing specific tests requested by the customer.

(A) Additional Cooperative Acceptance Testing

When a customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services. At the customer's request, the Company will provide a technician at the customer's premises or at the end user premises. These tests may, for example, consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

(B) Additional Manual Testing

The Company will provide a technician at its premises, and the Company or customer will provide a technician at the customer's designated premises with suitable test equipment to perform the requested tests. Rates for Additional Manual Testing are outlined in Section 9, following.

(C) Obligation of the Customer

When the customer subscribes to Testing Service as set forth in this section, the customer shall make the facilities to be tested available to the Company at times mutually agreed upon.



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**6. MISCELLANEOUS SERVICES (Cont'd)**

**6.5 Maintenance of Service**

- 6.5.1 When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge as set forth in Section 9 following for the period of time from when Company personnel are dispatched, at the request of the customer, to the customer designated premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 6.5.2 The customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- 6.5.3 In either Section 6.5.1 or 6.5.2 above, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

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6. MISCELLANEOUS SERVICES (Cont'd)6.6 Presubscription – Presubscribed Interexchange Carrier Charge (PICC)

6.6.1 Presubscription is the process by which end user customers may select and designate to the Company an IC to access, without an access code, for intraLATA, intrastate calls. This IC is referred to as the end user's presubscribed IC.

6.6.2 New end users who are served by end offices equipped with Feature Group D will be asked to presubscribe to an IC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There will be no charge for this initial selection.

- designate a primary IC for all of its lines,
- designate a different IC for each of its lines.

Only one IC may be selected for each individual line, or lines terminating in the same hunt group. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of a presubscribed IC, for any change in selection, a nonrecurring charge, as set forth in Section 9 following, applies.

6.6.3 If the new end user fails to designate an IC as its presubscribed IC prior to the date of installation of Telephone Exchange Service, the Company will (1) allocate the end user to an IC based upon current IC presubscription ratios, (2) require the end user to dial an access code (101XXXX) for all interstate calls, or (3) block the end user from interstate calling. The end user will be notified which option will be applied if they fail to presubscribe to an IC. An allocated or blocked end user may designate another, or initial, IC as its presubscribed IC one time at no charge, if it is requested within six months after the installation of Telephone Exchange Service. For any change in selection after 6 months from the installation of Telephone Exchange Service, a nonrecurring charge, as set forth in Section 9 following applies.

6.6.4 If an IC elects to discontinue its Feature Group D service, the IC will notify the Company of the cancellation. The IC will also notify all end users which selected them that they are canceling their service and that they should contact the Company to select a new primary IC. The IC will also inform the end user that it will pay the presubscription change charge.

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**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)****6.6 Presubscription – Presubscribed Interexchange Carrier Charge (PICC) (Cont'd)**

6.6.5 If an IC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reasons other than those set forth in Section 6.6.4 above, the IC will identify to the Company any affected end users and advise the Company of the new CIC to be assigned to these end users. If the CIC change involves a change of carrier for any end users, the IC will notify the affected end users of the change. The Company will change the presubscribed carrier code of each end user identified by the IC to the new CIC and bill the IC the nonrecurring charge set forth in Section 9 following for each end user line or trunk that is changed.

**6.7 Unauthorized Presubscribed Interexchange Carrier (PIC) Change**

6.7.1 For purposes of this section, a subscriber is defined as:

- the party identified in the account records of the Company as responsible for payment of the telephone bill, or
- any adult person authorized by such party to change telecommunications services or to charge services to the account, or
- any person contractually or otherwise lawfully authorized to represent such party.

6.7.2 If an IC requests a PIC change on behalf of a subscriber and the subscriber subsequently denies requesting the change; the Company will:

- Notify both carriers involved in the unauthorized change allegation made by the subscriber. This notification must include the identity of both carriers.
- Direct the subscriber to the appropriate state regulatory agency or the Federal Communications Commission to file a complaint.
- Inform the subscriber that if he or she has not already paid charges to the unauthorized carrier, he or she is not required to pay for any charges incurred for the first 30 days after the unauthorized change.
- Charge the unauthorized carrier the Unauthorized PIC Change Charge listed in Section 9, following.

**ACCESS SERVICE****6. MISCELLANEOUS SERVICES (Cont'd)****6.8 Telecommunications Service Priority - TSP**

- 6.8.1 Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Federal Communications Commission's (FCC's) Rules and Regulations. In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (CSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1).

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Company can discreetly identify for priority provisioning and/or restoration.

- 6.8.2 A Telecommunications Service Priority charge applies as set forth in 9.3.6 when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

Additionally, a Miscellaneous Service Order Charge as set forth in 9.1.6 will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

In addition, Additional Labor rates as set forth in 9.3.2 may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the customer requests an audit or a reconciliation of the Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge as set forth in 9.1.6 and Additional Labor rates as set forth in 9.3.2 are applicable.

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**ACCESS SERVICE**

**7. SPECIAL ACCESS SERVICE**

**7.1 General**

Special Access Service provides a transmission path to connect customer designated premises, directly, or through a Telephone Company hub or hubs where bridging or multiplexing functions are performed, or to connect a customer designated premises and a WATS Serving Office, or to connect a customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Telephone Company end office switches.

All Special Access Terms and Conditions are on an individual case basis. For a Carrier to apply for Special Access Terms and Conditions, the Company should receive a Access Service Request (ASR) from the Carrier. After receiving an ASR, Company representatives will contact the Carrier to evaluate and develop the specific request.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS**

Section 8.1 contains Switched Access Service Options (which are comprised of Interface Groups, Supervisory Signaling, Entry Switch Receive Level and Local Transport Termination) and Transmission Specifications.

**8.1 Switched Access Service**

Ten Interface Groups are provided for terminating the Local Transport Entrance Facility at the customer's designated premises. Each Interface Group provides a specified premises interface (e.g., two-wire, four-wire, DS1, etc.). Where transmission facilities permit, and at the option of the customer, the Entrance Facility may be provided with optional features as set forth in 8.1.1 following.

As a result of the customer's access order and the type of Telephone Company transport facilities serving the customer designated premises, the need for signaling conversions or two-wire to four-wire conversions, or the need to terminate digital or high frequency facilities in channel bank equipment may require that Telephone Company equipment be placed at the customer designated premises. For example, if a voice frequency interface is ordered by the customer and the Telephone Company facilities serving the customer designated premises are digital, then Telephone Company channel bank equipment must be placed at the customer designated premises in order to provide the voice frequency interface ordered by the customer.

**8.1.1 Local Transport Interface Groups**

Interface Groups are combinations of technical parameters which describe the Telephone Company handoff at the point of termination at the customer designated premises. The technical specifications concerning the available interface groups are set forth in 8.1.1.A through 8.1.1.D following.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)

Interface Group 1 is provided with Type C Transmission Specifications, as set forth in 8.1.2.C following, and Interface Groups 2 through 10 are provided with Type A or B Transmission Specifications, as set forth respectively in 8.1.2.E and 8.1.2.F following, depending on the Feature Group and whether the Access Service is routed directly or through an access tandem. All Interface Groups are provided with Data Transmission Parameters.

Only certain premises interfaces are available at the customer designated premises. The premises interfaces associated with the Interface Groups may vary among Feature Groups.

8.1.1.A Interface Group 1

Interface Group 1, except as set forth in the following, provides two-wire voice frequency transmission at the point of termination at the customer designated premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Interface Group 1 is not provided in association with FGD when the first point of switching is an access tandem. In addition, Interface Group 1 is not provided in association with FGD when the first point of switching provides only four-wire terminations.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)8.1.1.A Interface Group 1 (Cont'd)

The transmission path between the point of termination at the customer designated premises and the customer's serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.

The interface is provided with loop supervisory signaling. When the interface is associated with FGA, such signaling will be loop start or ground start signaling. When the interface is associated with FGD, such signaling, except for two-way calling which is E&M signaling, will be reverse battery signaling.

8.1.1.B Interface Group 2

Interface Group 2 provides four-wire voice frequency transmission at the point of termination at the customer designated premises. The interface is capable of transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The transmission path between the point of termination at the customer designated premises and the customer's serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)8.1.1.B Interface Group 2 (Cont'd)

The interface is provided with loop supervisory signaling. When the interface is associated with FGD, such signaling, except for two-way calling which is E&M signaling, will be reverse battery signaling.

8.1.1.C Interface Groups 3 through 5

Interface Groups 3 through 5 provide analog transmission at the point of termination at the customer designated premises. The various interfaces are capable of transmitting electrical signals at the frequencies illustrated following, with the capability to channelize voice frequency transmission paths. Certain frequencies within the bandwidth of the Interface Groups are reserved for Telephone Company use, e.g., pilot and carrier group alarm tones. Before the first point of switching, the Telephone Company will provide multiplex equipment to derive the transmission paths of frequency bandwidth of approximately 300 to 3000 Hz.

The interfaces are provided with individual transmission path SF supervisory signaling.

<u>Interface Group Identification No</u>	<u>Transmission Frequency Bandwidth</u>	<u>Analog Hierarchy Level</u>	<u>Maximum No. of Channelized Voice Freq. Trans. Paths</u>
3	60 - 108 kHz	Group	12
4	312 - 552 kHz	Supergroup	60
5	564 - 3084 kHz	Mastergroup	600

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)8.1.1.D Interface Groups 6 through 10

Interface Groups 6 through 10 provide digital transmission at the point of termination at the customer designated premises. The various interfaces are capable of transmitting electrical signals at the nominal bit rates illustrated following, with the capability to channelize voice frequency transmission paths. Before the first point of switching, when analog switching utilizing analog terminations is provided, the Telephone Company will provide multiplex and channel bank equipment to derive transmission paths of a frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, a DS1 signal(s) in D3/D4 format.

The interfaces are provided with individual transmission path bit stream supervisory signaling.

<u>Interface Group Identification No.</u>	<u>Nominal Bit Rate (Mbps)</u>	<u>Digital Hierarchy Level</u>	<u>Max. No. of Channelized Voice Freq. Trans. Paths</u>
6	1.544	DS1	24
7	3.152	DS1C	48
8	6.312	DS2	96
9	44.736	DS3	672
10	274.176	DS4	4032

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)8.1.1.E Local Transport Optional Features

Where transmission facilities permit, the Telephone Company will, at the option of the customer, provide the following features in association with Local Transport. An Access Order Charge as specified in 9.1 following is applicable on a per order basis when nonchargeable optional features are added subsequent to the installation of service (with the exception of the addition of 64 Clear Channel Capability to an existing service).

When the 64 Clear Channel Capability optional feature is installed on an existing facility, the addition will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply.

- Supervisory Signaling

Supervisory Signaling allows the customer to order an optional supervisory signaling arrangement for each transmission path provided where the transmission parameters permit, and where signaling conversion is required by the customer to meet its signaling capability.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.1 Local Transport Interface Groups (Cont'd)8.1.1.E Local Transport Optional Features (Cont'd)- 64 Clear Channel Capability

64 Clear Channel Capability allows the customer to transport voice or data signals over a 64 Kbps channel with no constraints on the quantity or sequence of ones and zero bits. This option employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit customers to use the full 64 Kpbs bandwidth of a DS0 channel. It is only available in suitably equipped electronic end offices as identified in NECA Tariff No. 4. 64 Clear Channel Capability, as described in Technical Reference GR-334-CORE, is available with Interface Groups 6 and 9 for Feature Groups D with Signaling System 7 (SS7) signaling.

The Interface Groups, as described in 8.1.1.A through 8.1.1.D preceding, represent industry standard arrangements. Where transmission parameters permit, the customer may select the following optional signaling arrangements in place of the signaling arrangements standardly associated with the Interface Groups.

For Interface Groups 1 and 2 associated with FGD

DX Supervisory Signaling,  
E&M Type I Supervisory Signaling,  
E&M Type II Supervisory Signaling, or  
E&M Type III Supervisory Signaling

For Interface Group 2 associated with FGD and in addition to the preceding

SF Supervisory Signaling, or  
Tandem Supervisory Signaling

For Interface Groups 3 through 5

Optional Supervisory Signaling Not Available

For Interface Groups 6 through 10

These Interface Groups may, at the option of the customer, be provided with individual transmission path SF supervisory signaling where such signaling is available in Telephone Company central offices. Generally such signaling is available only where the first point of switching provides an analog (i.e., non-digital) interface to the transport termination.





**ACCESS SERVICE**

**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**

8.1 Switched Access Service (Cont'd)

8.1.1 Local Transport Interface Groups (Cont'd)

8.1.1.E Local Transport Optional Features (Cont'd)

These optional Supervisory Signaling arrangements not available in combination with the SS7 optional feature as described in 4.2.3.A.(8). preceding.

Additionally, for a list and explanations of available Premises Interface Codes as a function of Interface Group, Telephone Company Switch Supervisory Signaling and Feature Group, see NECA Tariff No. 5, Section 15.

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications

Descriptions of the transmission specifications available with each Feature Group as a function of the Interface Group selected by the customer, are set forth in 8.1.2.A following. Descriptions of each of these Standard Transmission Specifications and the two Data Transmission Parameters mentioned are set forth respectively in 8.1.2.B through 8.1.2.D and 8.1.3.A and 8.1.3.B following:

8.1.2.A Feature Group D

FGD is provided with either Type A, Type B or Type C Transmission Specifications as follows:

- When routed to the end office either Type B or C is provided.
- When routed to an access tandem only Type A is provided.
- Type A is provided on the transmission path from the access tandem to the end office.

Type C Transmission Specifications are provided with Interface Group 1. Type A and Type B Transmission Specifications are provided with Interface Groups 2 through 10.

Type DB Data Transmission Parameters are provided with FGD for the transmission path between the customer designated premises and the end office when directly routed to the end office. Type DA Data Transmission Parameters are provided for the transmission path between the customer designated premises and the access tandem and between the access tandem and the end office when routed via an access tandem.

8.1.2.B Type A Transmission Specifications

Type A Transmission Specifications is provided with the following parameters:

8.1.2.B.(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is | 2.0 dB.

## ACCESS SERVICE

**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.B Type A Transmission Specifications (Cont'd)8.1.2.B.(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to the loss at 1004 Hz is -1.0 dB to +3.0 dB.

8.1.2.B.(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

<u>Route Miles</u>	<u>C-Message Noise</u>
less than 50	32 dBrnCO
51 to 100	34 dBrnCO
101 to 200	37 dBrnCO
201 to 400	40 dBrnCO
401 to 1000	42 dBrnCO

8.1.2.B.(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a -16 dBmO holding tone, is less than or equal to 45 dBrnCO.

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## ACCESS SERVICE

**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.B Type A Transmission Specifications (Cont'd)8.1.2.B.(5) Echo Control

Echo Control, identified as Equal Level Echo Path Loss, and expressed as Echo Return Loss and Singing Return Loss, is dependent on the routing, i.e., whether the service is routed directly from the customer's point of termination (POT) to the end office or via an access tandem. It is equal to or greater than the following:

	<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
POT to Access Tandem	21 dB	14 dB
POT to End Office		
- Direct	N/A	N/A
- Via Access Tandem	16 dB	11 dB

8.1.2.B.(6) Standard Return Loss

Standard Return Loss expressed as Echo Return Loss and Singing Return Loss on two-wire ports of a four-wire point of termination shall be equal to or greater than:

	<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
	5 dB	2.5 dB

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**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.C Type B Transmission Specifications

Type B Transmission Specifications are provided with the following parameters:

8.1.2.C.(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is  $\pm 2.5$  dB.

8.1.2.C.(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +4.0 dB.

8.1.2.C.(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

<u>Route Miles</u>	<u>C-Message Noise*</u>	
	<u>Type B1</u>	<u>Type B2</u>
less than 50	32 dBmCO	35 dBmCO
51 to 100	33 dBmCO	37 dBmCO
101 to 200	35 dBmCO	40 dBmCO
201 to 400	37 dBmCO	43 dBmCO
401 to 1000	39 dBmCO	45 dBmCO

8.1.2.C.(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a -16 dBm0 holding tone is less than or equal to 47 dBmCO.

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**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.C Type B Transmission Specifications (Cont'd)8.1.2.C.(5) Echo Control

Echo Control, identified Equal Level Echo Path Loss for FGD, and expressed as Echo Return Loss (ERL) and Singing Return Loss (SRL), is dependent on the routing, i.e., whether the service is routed directly from the customer's point of termination (POT) to the end office or via an access tandem. The ERL and SRL also differ by Feature Group, type of termination, and type of transmission path. They are greater than or equal to the following:

	<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
POT to Access Tandem		
- Terminated in 4-Wire trunk	21 dB	14 dB
- Terminated in 2-Wire trunk	16 dB	11 dB

8.1.2.C.(6) Standard Return Loss

Standard Return Loss, expressed as Echo Return Loss and Singing Return Loss, on two-wire ports of a four-wire point of termination shall be equal to or greater than:

	<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
	5 dB	2.5 dB

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**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.D Type C Transmission Specifications

Type C Transmission Specifications are provided with the following parameters:

8.1.2.D.(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is  $\pm 3.0$  dB.

8.1.2.D.(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +5.5 dB.

8.1.2.D.(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

<u>Route Miles</u>	<u>C-Message Noise*</u>	
	<u>Type C1</u>	<u>Type C2</u>
less than 50	32 dBrnCO	38 dBrnCO
51 to 100	33 dBrnCO	39 dBrnCO
101 to 200	35 dBrnCO	41 dBrnCO
201 to 400	37 dBrnCO	43 dBrnCO
401 to 1000	39 dBrnCO	45 dBrnCO

8.1.2.D.(4) C-Notch Noise

The maximum C-Notch Noise, utilizing a -16 dBm0 holding tone is less than or equal to 47 dBrnCO.

\* For Feature Group D only Type C2 will be provided.

**ACCESS SERVICE****8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.2 Standard Transmission Specifications (Cont'd)8.1.2.D Type C Transmission Specifications (Cont'd)8.1.2.D.(5) Echo Control

Echo Control, identified as Return Loss and expressed as Echo Return Loss and Singing Return Loss is dependent on the routing, i.e., whether the service is routed directly from the customer's point of termination (POT) to the end office or via an access tandem. It is equal to or greater than the following:

	<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
POT to Access Tandem	13 dB	6 dB
POT to End Office - Direct	13 dB	6 dB

8.1.3 Data Transmission Parameters

Two types of Data Transmission Parameters, i.e., Type DA and Type DB, are provided for the Feature Group arrangements. Type DB is provided with Feature Group D when Feature Group D is directly routed to the end office. Type DA is only provided with Feature Group D and only when routed via an access tandem. Following are descriptions of each.

8.1.3.A Data Transmission Parameters Type DA8.1.3.A.(1) Signal to C-Notched Noise Ratio

The Signal to C-Notched Noise Ratio is equal to or greater than 33 dB.



## ACCESS SERVICE

**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.3 Data Transmission Parameters (Cont'd)8.1.3.A Data Transmission Parameters Type DA (Cont'd)8.1.3.A.(2) Envelope Delay Distortion

The maximum Envelope Delay Distortion for the frequency bands and route miles specified is:

604 to 2804 Hz

less than 50 route miles	500 microseconds
equal to or greater than 50 route miles	900 microseconds

1004 to 2404 Hz

less than 50 route miles	200 microseconds
equal to or greater than 50 route miles	400 microseconds

8.1.3.A.(3) Impulse Noise Counts

The Impulse Noise Counts exceeding a 65 dBmCO threshold in 15 minutes is no more than 15 counts.

8.1.3.A.(4) Intermodulation Distortion

The Second Order (R2) and Third Order (R3) Intermodulation Distortion products are equal to or greater than:

Second Order (R2)	33 dB
Third Order (R3)	37 dB

ACCESS SERVICE

8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)

8.1 Switched Access Service (Cont'd)

8.1.3 Data Transmission Parameters (Cont'd)

8.1.3.A Data Transmission Parameters Type DA (Cont'd)

8.1.3.A.(5) Phase Jitter

The Phase Jitter over the 4-300 Hz frequency band is less than or equal to 5° peak-to-peak.

8.1.3.A.(6) Frequency Shift

The maximum Frequency Shift does not exceed -2 to +2 Hz.

8.1.3.B Data Transmission Parameters Type DB

8.1.3.B.(1) Signal to C-Notched Noise Ratio

The Signal to C-Notched Noise Ratio is equal to or greater than 30 dB.

8.1.3.B.(2) Envelope Delay Distortion

The maximum Envelope Delay Distortion for the frequency bands and route miles specified is:

604 to 2804 Hz

less than 50 route miles	800 microseconds
equal to or greater than 50 route miles	1000 microseconds

1004 to 2404 Hz

less than 50 route miles	320 microseconds
equal to or greater than 50 route miles	500 microseconds

## ACCESS SERVICE

**8. ACCESS SERVICE INTERFACES AND TRANSMISSION SPECIFICATIONS (Cont'd)**8.1 Switched Access Service (Cont'd)8.1.3 Data Transmission Parameters (Cont'd)8.1.3.B Data Transmission Parameters Type DB (Cont'd)8.1.3.B.(3) Impulse Noise Counts

The Impulse Noise Counts exceeding a 67 dBrnCO threshold in 15 minutes is no more than 15 counts.

8.1.3.B.(4) Intermodulation Distortion

The Second Order (R2) and Third Order (R3) Intermodulation Distortion products are equal to or greater than:

Second Order (R2)	31 dB
Third Order (R3)	34 dB

8.1.3.B (5) Phase Jitter

The Phase Jitter over the 4-300 Hz frequency band is less than or equal to 7° peak-to-peak.

8.1.3.B (6) Frequency Shift

The maximum Frequency Shift does not exceed -2 to +2 Hz.

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**VTX TELECOM, L.P.**  
**480 South 6<sup>th</sup> Street**  
**Raymondville, TX 78580**

## ACCESS SERVICE

9. RATES AND CHARGES

9.1	<u>Access Ordering</u>		<u>Charge</u>
9.1.1	<u>Access Order Charge</u>		
	Per Order		\$75.00
9.1.2	<u>Service Date Change Charge*</u>		
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is:		
	Service Date Change Charge, per order		\$36.60
9.1.3	<u>Design Change Charge*</u>		
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. The applicable charge is:		
	Design Change Charge, per ASR		\$30.00
9.1.4	<u>Expedited Order Charge</u>		\$150.00
9.1.5	<u>Cancellation Charge</u>		\$75.00
9.1.6	<u>Miscellaneous Service Order Charge</u>		
	Per Occurrence		\$30.00

\* Additional labor charges may apply for engineering installation, repair, testing and maintenance. The respective hourly charges are based on the company's current labor rates.

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## ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)9.2 Switched Access Rates/Charges9.2.1 Local Transport9.2.1.A Local Transport Termination and Facility

	<u>Premium Access (Per Minute of Use)</u>	
(I)	- Originating	\$0.0018958
(I)	- Terminating	\$0.0018958
9.2.1.B	<u>Tandem Switching</u> Per Access Minute	\$0.0000000
9.2.1.C	<u>Direct Trunk Transport Facility – Voiceband</u> Per Airline Mile	\$3.00
9.2.1.D	<u>Direct Trunk Transport Facility – DS-1</u> Per Airline Mile Per Termination, per month	\$5.00 \$35.00
9.2.1.E	<u>Direct Trunk Transport Facility – DS-3</u> Per Airline Mile Per Termination, per month	\$85.00 \$550.00
9.2.1.F	<u>Entrance Facility per Termination</u> Voice Grade 2 - Wire Voice Grade 4 - Wire High Capacity DS1 High Capacity DS3	\$15.00 \$25.00 \$210.00 \$1,250.00
9.2.1.G	<u>Entrance Facility Installation Charge</u> Voice Grade High Capacity DS1 - Initial High Capacity DS-1 Additional High Capacity DS3	\$135.00 \$715.00 \$110.00 \$750.00
9.2.1.H	<u>Multiplexing per Arrangement</u> DS3 to DS1	\$250.00
9.2.1.I	<u>Multiplexing Installation Charge</u> DS3 to DS1	\$300.00

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ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)

9.2 Switched Access Rates/Charges (Cont'd)

9.2.1 Local Transport (Cont'd)

9.2.1.J	<u>Alternate Traffic Routing</u>	
	Premium Non Recurring Charge per Trunk Group Equipped	\$83.78
	Non-Premium Non Recurring Charge per Trunk Group Equipped	\$37.70

9.2.2 Local Switching

	<u>Premium Access (Per Minute of Use)</u>	
-	Originating and Terminating (I)	\$0.0157200

9.2.3 800 Data Base per Query

	Basic	\$0.0067
	Premium	\$0.0067

9.2.4 NXX Translation Charges

	First NXX, Per ASR Per End Office	\$22.00
	Each Additional NXX, Per ASR Per End Office	\$11.00

**Raymondville, TX 78580**



## ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)9.2 Switched Access Rates/Charges (Cont'd)9.2.5 SS7 Access Service

CCS7 - Signaling Mileage Facility per airline mile per month (56kbps)	\$2.25
CCS7 - Signaling Entrance Facility per facility per month (56kbps)	\$76.02
CCS7 - Signaling Entrance Facility Installation Charge (56kbps)	\$100.00
CCS7 - Signaling Mileage Facility per airline mile per month (DS-1)	\$20.12
CCS7 - Signaling Entrance Facility per facility per month (DS-1)	\$297.71
CCS7 - Signaling Entrance Facility Installation Charge (DS-1)	\$1500.00
STP Port Termination per month	\$537.00
Installation Charge	\$57.00

9.2.6 Switched Access Cross Connect

Per month per DS-0	\$0.89
Per month per DS-1	\$3.17
Per month per DS-3	\$31.16

9.2.7 Network Blocking

	<u>Monthly Recurring</u>	<u>Non- Recurring</u>
Per Call, \$0.036		
Per Line	\$1.50	\$10.00
Per CIC / SubCIC	\$18.00	\$75.00

9.2.8 Carrier Common Line

Premium Rates		
per Originating minute	\$0.000000	(R)
per Terminating minute	\$0.000000	(R)

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## ACCESS SERVICE

9. RATES AND CHARGES (Cont'd)9.3 Miscellaneous Services9.3.1 Billing Name and Address

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

Per BNA Order	\$50.94
Per BNA Record	\$0.33
Per Magnetic Tape	\$91.44
Optional Programming per ½ hour	\$37.20

9.3.2 Additional Labor

	<u>Per Initial</u>	<u>Per Additional</u>
	<u>½ Hour</u>	<u>½ Hour</u>
Basic Time, During Business Hours, per technician	\$24.25	\$12.50
Overtime, Outside Business Hours, per technician	\$36.50	\$18.25
Premium Time, Outside Business Hours, per technician	\$48.50	\$24.25

9.3.3 Additional Automatic Testing (per test, per transmission path)

Gain Slope Tests	\$0.75
C-Notched Noise Tests	\$0.75
1004 Hy Loss	\$0.75
C-Message Noise	\$0.75

9.3.4 Additional Manual Testing

The rates charged by the Company for Additional Manual Testing are the current rates for Additional Labor, Premium Time, shown above.

9.3.5 Maintenance of Service

The rates charged by the Company for Maintenance of Service are the current rates for Additional Labor shown above.

9.3.6 Telecommunications Service Priority \$14.50/mo.9.3.7 Presubscription (Per Line)

Monthly Recurring Charge	\$1.00
Nonrecurring Charge	\$5.00

9.3.8 Unauthorized PIC Change (Per Occurrence) \$35.00

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