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ACCESS SERVICES TARIFF

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***This tariff Intrado Communications, LLC Oklahoma Tariff No. 9 replaces West Telecom Services, LLC Oklahoma Tariff No. 6 currently on file with the Commission in its entirety due to Company name change.***

REGULATION AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF OKLAHOMA

This tariff contains the description, regulations and rates for the furnishing of intrastate facilities-based and resold interexchange telecommunications services provided by Intrado Communications, LLC throughout the State of Oklahoma. The Company's principal offices are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146. This applies for service furnished within the State of Oklahoma. This tariff is on file with the Corporation Commission of Oklahoma, and copies may be inspected, during normal business hours, at the Company's principal place of business in Lancaster, Texas.

ACCESS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original		26	1 <sup>st</sup> Rev.	*	51	1 <sup>st</sup> Rev.	*
2	1 <sup>st</sup> Rev.	*	27	Original		52	1 <sup>st</sup> Rev.	*
3	Original		28	Original		53	Original	
4	Original		29	Original		54	Original	
5	Original		30	1 <sup>st</sup> Rev.	*			
6	Original		31	1 <sup>st</sup> Rev.	*			
7	1 <sup>st</sup> Rev.	*	32	1 <sup>st</sup> Rev.	*			
8	Original		33	Original				
9	Original		34	Original				
10	Original		35	Original				
11	1 <sup>st</sup> Rev.	*	36	Original				
12	Original		37	Original				
13	Original		38	Original				
14	Original		39	Original				
15	Original		40	Original				
16	Original		41	Original				
17	Original		42	Original				
18	Original		43	Original				
19	Original		44	1 <sup>st</sup> Rev.	*			
20	Original		45	1 <sup>st</sup> Rev.	*			
21	Original		46	1 <sup>st</sup> Rev.	*			
22	1 <sup>st</sup> Rev.	*	47	Original				
23	1 <sup>st</sup> Rev.	*	48	Original				
24	Original		49	1 <sup>st</sup> Rev.	*			
24.1	Original	*	49.1	Original	*			
25	1 <sup>st</sup> Rev.	*	50	Original				

\* Indicates pages included in this filing.

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ACCESS SERVICES TARIFF

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TABLE OF CONTENTS

Title Page	1
Check Sheet	2
Table of Contents	3
Section 1 – Definitions	7
Section 2 – Rules and Regulations	12
Section 3 – Switched Access Service	44
Section 4 – Switched Access Rates	48
Section 5 – Contracts	53
Section 6 – Miscellaneous Services	54

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**ACCESS SERVICES TARIFF**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

(AT)	-	means added to text.
(C)	-	means correction.
(CP)	-	means change in practice.
(CR)	-	means change in rate.
(CT)	-	means change in text.
(DR)	-	means discontinued rate.
(FC)	-	means a change in format lettering or numbering.
(MT)	-	means moved text.
(NR)	-	means new rate.
(RT)	-	means removal of text.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line which clearly shows the exact number of lines being changed.

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**ACCESS SERVICES TARIFF**

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence -There are seven levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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ACCESS SERVICES TARIFF

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APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of telecommunications services of the Company within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Oklahoma Corporation Commission and the Company's principal place of business:

Intrado Communications, LLC  
3200 West Pleasant Run Road  
Suite 300  
Lancaster, TX 75146  
469-727-1510

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at 469-727-1510.

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**ACCESS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS**

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

**Access Code** - A uniform seven digit code assigned by a common Carrier to an individual Customer. The seven digit code has the form 950 or 101.

**Access or Access Service** - Services and facilities provided for the origination or termination of any telecommunications.

**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** - A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

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

**Carrier or Common Carrier** - Provider of telecommunications services for hire. The term "telecommunications service" as used in this definition shall have the same meaning as used in rules, regulations and orders of the FCC, as amended from time to time.

**Central Office** - A telephone company switching center.

**CMRS** - Commercial Mobile Radio Service

**Commission** - The Oklahoma State Corporation Commission

**Company** - Intrado Communications, LLC issuer of this tariff

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

**Customer** - The person, firm, corporation or other entity which orders service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, any other Carrier that operates in the state, or other provider originating or terminating toll VoIP-PSTN traffic.

**8YY Data Base Access Service** - The term "8YY Data Base Access Service" denotes a toll-free originating trunks Access Service when the 8YY Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, 888, or 899) as available) is used.

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**ACCESS SERVICES TARIFF**

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**SECTION 1 – DEFINITIONS, (CONT'D.)**

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to local exchange services, interexchange services, CMRS, VOIP services, or other telecommunications service provided by an Exchange Carrier, Common Carrier, Wireless Provider, VOIP Provider or other provider of services that transit the Company's facilities.

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

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

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

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to End Users in another MTA.

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

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

Interstate - The regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to End Users in the same MTA.

Intrastate - The regulatory jurisdiction of services for communications between locations within the same state or services which are not jurisdictionally interstate.



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ACCESS SERVICES TARIFF

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SECTION 1 – DEFINITIONS, (CONT'D.)

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.

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

Local Traffic - Traffic is other than 8XX calls "Local Traffic" under this tariff if: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Intrado Communications, LLC exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service or other like types of mandatory local calling scopes.

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

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

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

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ACCESS SERVICES TARIFF

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SECTION 1 – DEFINITIONS, (CONT'D.)

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

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.

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.).

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 ACCESS SERVICES TARIFF
 

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## SECTION 1 – DEFINITIONS, (CONT'D.)

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

Service Order - The written request for the Company's 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.

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

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

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

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

Toll VoIP-PSTN Traffic - A Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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

VoIP Provider - Any individual association, corporation, governmental agency or any other entity that is providing voice over internet protocol. The VoIP provider may or may not be certified by the Corporation Commission of Oklahoma.

VoIP Provider Partner - A provider of VoIP Service to End Users where the Company provides the connectivity and supporting functions for PSTN interconnection and/or number resources. A VoIP Provider Partner may or may not provide a physical connection to the last-mile facilities used to serve an End User.

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

Wireless Provider - Any carrier authorized to operate as a provider of cellular, personal communications, paging CMRS, or any other form of wireless transmission.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

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

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

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

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (Cont'd.)**

- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon billing, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- E. A Customer that uses access services provided by the Company without submitting an actual order will be presumed to have ordered access services by using said services and charging its End User for retail services that could not be provided without the use of access services.
- F. In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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ACCESS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

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

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Company shall not be liable for any defacement of or damage to Customers premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- G. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- H. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- I. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- J. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.



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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine 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.

The Company will notify the Commission, through the Director of the Consumer Services Division, of interruptions in telecommunications services which affect the entire system; a major division thereof, or which, in the judgment of the Company, may cause a high degree of public interest or concern.

The Commission notification will consist of the following:

- A. an initial contact to advise of the outage; the cause of such outage; the area affected; and, the estimated time for repair;
- B. intermediate contact to provide status reports, as seemed necessary by the Company, or as may be requested by the Commission Staff; and
- C. a conclusory contact detailing the results and completion of the restoration of service.

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ACCESS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provisions of Equipment and Facilities, (Cont'd.)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

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

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

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction, (Cont'd.)**

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

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

**2.1.9 Ownership of Facilities**

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

**2.1.10 Minimum Service Standards**

The Company will comply with the provisions of 165:55-13-10 (Minimum service standards).

**2.1.11 Calling Areas**

The Company will match the WACP of its underlying provider(s) in compliance with 165:55-13-10.1

**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

ACCESS SERVICES TARIFF

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. the accurate, complete and timely reporting to the Company of all traffic types. The Customer is solely responsible for any damages, losses, claims or judgments arising from Customer’s inaccurate, incomplete or non-timely reporting, or arising from Customer’s misrepresentations of any type, irrespective of when such situations are revealed or discovered. Nowhere in this Price list is the Customer’s responsibility excused for the actions, activities or behaviors of Customer’s affiliates, Customer’s agents, or other entities in some manner associated with Customer, and Customer shall remain solely responsible for adherence with its responsibilities and obligations pursuant to this price list, and for any noncompliances or effects thereof irrespective of the role of any of Customer’s affiliates, Customer’s agents, or other entities in some manner associated with Customer; **(AT)**
- C. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment; **(FC)**
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises; **(FC)**
- E. 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 owned 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; **(FC)**

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ACCESS SERVICES TARIFF

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

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

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

- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; **(FC)**
- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible 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 **(FC)**
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities. **(FC)**
- I. The Customer accepts all liability associated with efforts by the Customer or by the Customer's patrons to contact or communicate with 911 Public Service Answering Bureaus or the like when the Company is not the Customer's outbound provider, even though the Customer may be using telephone numbers assigned to the Customer by the Company. **(AT)**  
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ACCESS SERVICES TARIFF

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

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

2.3.2 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



ACCESS SERVICES TARIFF

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

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the Interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this price list to determine call jurisdiction.

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

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ACCESS SERVICES TARIFF

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

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

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A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s).

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B. Terminating Access: For Feature Group D Switched Access Service(s), is for traffic terminating to the Company's network, users or gateways.

(CT)

(CT)

C. Toll Free 8YY Originating Access - Toll Free (8YY) Originating Access is for 8YY traffic that is switched by the Company's switches and originated by an End User of an Exchange Carrier.

(CT)

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D. Any Customer reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

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Material previously found on this page is now located on Page 24.1.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.4 Identification and Rating of Toll VoIP-PSTN Traffic****A. Scope**

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format. This section governs the identification and billing of VoIP-PSTN Traffic pursuant to the FCC’s Intercarrier Compensation Report and Order in WC Docket Nos. 10-90, et. al., FCC No. 11-161 (Nov. 18, 2011) and Second Order on Reconsideration, FCC No. 12-47 (April 25, 2012) (together, “FCC ICC Orders”). Pursuant to the FCC ICC Orders, the Company shall apply interstate access charges to relevant VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant VoIP-PSTN Traffic”) from the Customer’s traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Order in a symmetrical manner. In accordance with the FCC ICC Orders, intrastate VoIP-PSTN Traffic that originates on the Company’s network and is bound for the Customer’s end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates as indicated in Section 4 of this tariff. Intrastate Toll VoIP-PSTN traffic that is sent by the Customer for termination to the Company’s end users or its VoIP partners is subject to interstate switched access rates as indicated in Section 4 of this tariff.

**B. Methodology Options**

Unless otherwise negotiated, the Customer may elect an approach from the following options to identify the Relevant VoIP-PSTN Traffic that is subject to the FCC ICC Orders:

1. Option 1 – Self-Reporting: Self-Report Percent VoIP Usage pursuant to Section 2.3.4.E, following; or
2. Option 2 – Call Signaling: Properly populate the Originating Line Indicator (“OLI”) field of the call signaling stream to reflect that the call originated as a VoIP call, which shall be through the use of the digit-code 40 or other digit pair mutually agreed upon in writing by Customer and Company’s Chief Technical Officer; or
3. Option 3 – Trunk Group Segregation: Properly segregate the calls that originate as VoIP calls and exchange such calls through a trunk group established solely for the completion of VoIP-originated calls.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.4 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****C. Initial Methodology**

The Company shall provide a one-time grace period of thirty (30) days for the Customer to notify the Company of its Methodology Option selection immediately following the effectiveness of this Section. For Option 1 – Self-Reporting, the Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon Company's written request. Option 1 – Self-Reporting is available to all Customers pursuant to tariff without the need for contractual negotiations. Options 2 and 3 are available to all Customers pursuant to tariff and may be customized through contractual negotiations. For Option 2 – Call Signaling, provided pursuant to this tariff, if any replacement digit-code is established through industry-consensus or updated industry standards, the Company shall update this tariff to reflect the replacement digit-code and the Customer shall within six months transition to the replacement digit-code then set forth in this tariff, unless otherwise agreed upon in writing by Customer and Company's Chief Technical Officer. Option 3 – Trunk Group Segregation is provided subject to up-front and recurring certification, auditing and verification by the Company. For Option 3 – Trunk Group Segregation provided pursuant to this tariff, intervals and costs for the establishment of dedicated trunk groups are subject to negotiation.

If the Customer has neither selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in subsection E, following of this tariff, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection E, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.4 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)****D. Rating of Toll VoIP-PSTN Traffic**

The relevant Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed Toll VoIP-PSTN Traffic rates as specified in Section 4 of this tariff.

**E. Calculation and Application of Percent-VoIP-Usage Factor**

For the Customer that selects Option 1 – Self Reporting, the Company will determine the number of relevant VoIP PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection D, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a the Company and the Customer. By default, the effective PVU will be equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in the State divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines, based on the FCC's Local Competition Report, as released periodically. If the Customer proposes to use a different PVU, it must be derived and applied as follows:

1. Except as otherwise noted in Section 2.3.4.E.3 below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total terminating intrastate access MOU that the Customer exchanges with the Company in the State, that is sent to the Company and that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (a) sent to the Company that originated in IP format, (b) is received from the Company and terminated in IP format, or (c) indicated via the JIP parameter (RFC-5503). This PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.



ACCESS SERVICES TARIFF

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

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

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

E. Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)

- 4. The Company will apply the effective PVU factor to the total applicable intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1:

The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2:

The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3:

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

In the above examples, the Company will apply the PVU to originating as well as terminating access.

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



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ACCESS SERVICES TARIFF

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

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

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

F. [Reserved for Future Use]

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G. PVU Factor Updates

Customers selecting Option 1 – Self Reporting may update the PVU-A factor quarterly using the method set forth in subsection E.1, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively, along with supporting documentation for the prior three month period. The verified revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified PVU factor.

H. PVU Factor Verification

Not more than four times in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company. The Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon the Company's written request. The Customer shall comply with such requests, and shall reasonably provide the records, including information used to determine the PVU-A factor and other information contained in Company's written requests.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customers expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

**2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Customer must pay the Company for Constructive Order provided regardless of whether the Customer submitted an order to the Company to provide such services.

**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.

**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. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Nonrecurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month of any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days, not fewer than 15 days, and make such payments in cash or the equivalent of cash.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charge in the following order: 1.) the oldest to the most recent late payment charges, 2.) the oldest to the most recent outstanding intrastate charges, and finally to 3.) the oldest to most recent outstanding interstate charges. Local exchange service shall not be denied or terminated for nonpayment of not-regulated services or disputed charges in accordance with OAC 165:55-9-5, OAC 165:55-11-6, or OAC 165:55-19-3.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges. Pursuant to OAC 165:55-11-13(c)(3), for suspensions and disconnections, CLECs shall restore service in accordance with the provisions of OAC 165:55-13-1 applicable for installation of new service.

The Customer shall notify the Company of any disputed items on an invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may take the following course of action:

- A. First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount.
- B. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Oklahoma Corporation Commission's Consumer Services Division. The Commission is open weekdays (except for state holidays) from 8:00-4:30. The street address of the Commission is:

Oklahoma Corporation Commission  
Consumer Services Division  
2101 N. Lincoln Blvd, Suite 460  
Oklahoma City, OK 73105  
Phone: (405) 521-2331 and (800) 522-8154

The mailing address of the Commission is: P.O. Box 52000  
Oklahoma City, OK 73152-2000

When a complaint has been made with the Commission's Consumer Services Division, the Company will forego disconnect procedures on account of nonpayment of any portion of accumulated disputed charges pending investigation. The Customer is required to pay the undisputed portion of the bill and subsequent bills on a timely basis, and if not paid, the Company may discontinue service.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability. All written notice will comply with OAC 165:55-11-10 and OAC 165:55-11-12.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Refusal and Discontinuance of Service, (Cont'd.)**

- E. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or
    - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
    - (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, or the tariff charges for the service by:
      - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
      - II. Using tricks, schemes, false or invlaid numbers, false credit devices, electronic cevices; or
      - III. By delivering calls to or accepting call from the Company's locations over Company-switched local exchange services.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Refusal and Discontinuance of Service, (Cont'd.)****E. (Cont'd.)****1. (Cont'd.)****(e) (Cont'd.)****IV. Continuing to have Company End Users presubscribed to the Customer; or****V. Any other Fraudulent means or devices; or****2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due notice will be deemed given to the end-user three (3) business days after mailing by the telecommunications service provider;****3. Upon ten (10) days: 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 2.5.3.A, above, notice will be deemed given to the end-user three (3) business days after mailing by the telecommunications service provider****4. Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) 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. Notice will be deemed given to the end-user three (3) business days after mailing by the telecommunications service provider.****5. Unless a dangerous condition exists or the end-user requests disconnection, the Company will suspend or disconnect service only on the date specified in the notice or within thirty (30) days thereafter, during regular business hours, so long as the suspension or disconnection does not occur within the last two (2) hours of the business day. Service will not be disconnected on a holiday, nor after noon (12:00 p.m.) on Fridays until Monday morning.****F. The Company will provide documentation to the Customer upon request indicating the reason(s) that service is being withheld.****G. Upon the Customer's request to terminate local exchange service, the Customer's local exchange service, the Company shall inform the Customer of the Customer responsibilities to contact the Customer's IXC regarding continuance or termination of such service from the IXC.**



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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.4 Cancellation of Application for Service**

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.

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

**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.

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

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

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

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 ACCESS SERVICES TARIFF
 

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

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

## 2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.
- H. the Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A}{720} \times B$$

“A” = outage time in hours

“B” = total monthly charge for affected facility, where applicable.

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**ACCESS SERVICES TARIFF**

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**SECTION 2 – RULES AND REGULATIONS, (CONT'D.)****2.7 Transfers and Assignments**

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

**2.8 Notices and Communications**

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

2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.3 The Company 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.

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

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

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ACCESS SERVICES TARIFF

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

2.9 Meet Point Billing

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

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

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**ACCESS SERVICES TARIFF**

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**SECTION 3 – SWITCHED ACCESS SERVICE****3.1 General**

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

Switched Access Service is available when originating or terminating calls from or to an End User.

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

**3.2 Provision and Description of Switched Access Service Arrangements****3.2.1 Switched Access****(CT)**

Switched Access is provisioned at the DS-1 level and provides trunk-side access to Switching Center switches, for the Customer's use in originating and terminating communications. Switched Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

**(CT)****(CT)**

All traffic is routed to and from the Company's switching center via direct trunking or via an alternative route when direct trunking has not been arranged. Delivery of calls to, or acceptance of calls from, the Company's locations over Company-switched exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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ACCESS SERVICES TARIFF

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

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

3.2.2 Manner of Provision

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

3.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating Switched Access (CT)
- B. Originating Toll Free (8YY) Switched Access |
- C. Terminating Switched Access (CT)

3.2.4 Originating Switched Access (CT)

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by a Common Carrier. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (11) for cut-through access to the Customer's premises. The Company will provide originating routing information access consistent with dialing parity obligations.

Originating Switched Access is assessed for each minute of use. (CT)



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ACCESS SERVICES TARIFF

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

3.3 Reports and Testing

- 3.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.
- 3.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, Cmessage noise, 3-tone slope, d.c. continuity and operational signaling.



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ACCESS SERVICES TARIFF

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SECTION 4 – SWITCHED ACCESS RATES

4.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

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

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

ACCESS SERVICES TARIFF

SECTION 4 – SWITCHED ACCESS RATES, (CONT’D.)

4.2 Rate Categories

4.2.1 There are several rate categories which apply to Switched Access Service:

- Tandem Carrier Switched Access Originating (CT)
- Tandem Carrier Switched Access Terminating |
- Local Switching – Originating or Terminating (CT)

The Company provides originating and terminating switched access service based on aggregate traffic volumes from the following cost categories: (CT)

Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination between the Customer designated premises (Point of Presence) and Company’s access tandem, and between the Company’s access tandem and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications. (CT)  
| (CT)

Switched Transport may incorporate a dedicated or common path between the Customer’s Point of Presence and the Company’s switch or a common transmission path from Exchange Carrier(s) switch(es) connected to the Company’s switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility. (AT)  
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The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier’s end office switch or its equivalent. Where access traffic is routed directly between a carrier Customer and an end user, the Company will also function as an end office provider rather than just an Access Tandem provider. (AT)

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ACCESS SERVICES TARIFF

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SECTION 4 – SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories

4.2.1 (Cont'd.)

Switched Transport, (Cont'd.)

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

(AT)

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

See Section 4.4 for rates.

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

See Section 4.4 for rates.

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ACCESS SERVICES TARIFF

SECTION 4 – SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories, (Cont'd.)

4.2.2 8YY Data Base Query

(CT)

The 8YY Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

(CT)

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. 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 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical 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 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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See Section 4.4.5 for rates.

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4.3 Billing of Access Minutes

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

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

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

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

Material now found on this page was previously located on Page 46.

(AT)

ACCESS SERVICES TARIFF

SECTION 4 – SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges

4.4.1 Carrier Switched Access

A. Originating Carrier Non-8YY Switched Access

The Company bills originating and terminating access per minute as a blended rate. The blended rate includes Switching and Transport.

The following exceptions to the Company's FCC Tariff No. 1 switched access rates apply to this intrastate tariff for originating non-8YY switched access traffic.

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Originating Switched Access, per minute	\$0.025	
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(CT)

B. Originating Carrier 8YY Switched Access

(AT)

All originating 8YY switched access will be assessed switched access charges at the rates set forth in the Company's Federal Access Tariff, FCC No. 1, as amended from time to time. This tariff can be found at the following link:

<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=836>

C. Terminating Switched Access

All terminating Switched Access will be assessed switched access charges at the rates set forth in the Company's Federal Access Tariff, FCC No. 1, as amended from time to time. This tariff can be found at the following link:

<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=836>

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4.4.2 8YY Data Base Access Service Queries, per Query

(CT)

	<u>Effective 07/01/2021</u>	<u>Effective 07/01/2022</u>	<u>Effective 07/01/2023</u>	
AT&T	\$0.00253100	\$0.00136550	\$0.00020000	(CR)
Other ILEC Areas	\$0.00424800	\$0.00222400	\$0.00020000	(CR)

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ACCESS SERVICES TARIFF

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SECTION 4 – SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.3 Application of Access Charges to Toll VoIP-PSTN Traffic

A. All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in the Company’s Federal Access Tariff, FCC No. 1, as amended from time to time. See Section 4.4.1.

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

C. The Company will apply, bill and collect for the functionally equivalent switched access services performed by the VoIP Provider Partner. If the VoIP Provider Partner provides a physical connection to the last-mile facilities used to serve the End User, the End Office Switched Access charges will apply (in addition to applicable Switched Transport charges -- excluding Tandem Switching and Tandem Common Trunk Port). If a VoIP Provider Partner does not provide a physical connection to the last-mile facilities used to serve the End User, the Switched Access Tandem Services charges will apply.

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**ACCESS SERVICES TARIFF**

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**SECTION 5 – CONTRACTS****5.1 Contracts**

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

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

**5.2 Customer Specific Contracts Under ICB Pricing**

Customer contracts will be consistent with the requirements of OAC 165:55-5-10.3.

**5.3 Promotional Offerings**

Company promotions will be consistent with the requirements of OAC 165:55-5-10.2.

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ACCESS SERVICES TARIFF

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SECTION 6 – MISCELLANEOUS SERVICES

6.1 Presubscription

Presubscription is the process by which End User Customers may select and designate to the Company an IXC to access, without an access code, for intrastate toll calls. This IXC is referred to as the End User's presubscribed long distance carrier.

End Users may select one of the following options at no charge:

Indicate a primary IXC for all of its lines; indicate a different IXC for each of its lines.

Only one IXC may be selected for each line or lines terminating in the same hunt group.

End Users may designate that they do not want to presubscribe to any IXC. The End User must arrange this designation by directly notifying the Company's business office. This choice will require the End User to dial an access code (101XXXX) for all interstate calls.

After the End User's initial selection of a predesignated IXC or the designation that they do not want to presubscribe to any IXC, for any change in selection after conversion to Equal Access in the serving end office, the following nonrecurring charge applies.

	Nonrecurring Charge
Per Telephone Exchange Service line or trunk	\$5.00