

(C)

ACCESS SERVICE TARIFF

Rates, Terms and Conditions
applying to the provision of intrastate access service
by ELECTRIC LIGHTWAVE, LLC

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

ACCESS SERVICE

CHECK SHEET

The title page and pages 1 through 63 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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ACCESS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

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

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

ACCESS SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service by ELECTRIC LIGHTWAVE, LLC (hereinafter “the Company”).

ACCESS SERVICE**1. DEFINITIONS**

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

Access Code: A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

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

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

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

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

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

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

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

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

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

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

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

Company: ELECTRIC LIGHTWAVE, LLC, which is the issuer of this tariff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Presubscription: An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA and intraLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.2 Shortage of Equipment or Facilities

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

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

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

2.1.3 Terms and Conditions

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

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

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

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

2.1.4 Liability of the Company

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

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

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

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

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

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

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

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

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

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

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

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment & Facilities

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

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

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

- 2.1.6.C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.6.D Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.
- 2.1.6.F The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
- 2.1.6.F.(1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2.1.6.F.(2) the reception of signals by Customer-provided equipment; or
 - 2.1.6.F.(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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

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

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

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

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

2.1.8.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

2.1.8.D where facilities are requested in a quantity greater than that which the Company would normally construct;

2.1.8.E where installation is on an expedited basis;

2.1.8.F on a temporary basis until permanent facilities are available;

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

2.1.8.G installation involving abnormal costs; or

2.1.8.H in advance of its normal construction schedules.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

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

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

2.3 Obligations of the Customer**2.3.1 Customer Responsibilities**

2.3.1.A The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff;

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

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

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

- 2.3.1.F complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 2.3.1.G not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.
- 2.3.1.H The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.3.1.H.(1) Tampering with the Company's equipment; or
- 2.3.1.H.(2) A condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
- 2.3.1.H.(3) A Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or
- 2.3.1.H.(4) Failure of the Customer to pay a bill for service when due; or
- 2.3.1.H.(5) Failure of the Customer to meet the Company's deposit and credit requirements; or
- 2.3.1.H.(6) Failure of the Customer to make proper application for service; or
- 2.3.1.H.(7) Customer's violation of any of the Company's rules on file with the Commission; or
- 2.3.1.H.(8) Failure of the Customer to provide the Company reasonable access to its equipment and property; or

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

2.3.1.H.(9) Customer's breach of the contract for service between the Company and the Customer; or

2.3.1.H.(10) Failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or

2.3.1.H.(11) When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

2.3.2 Claims

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

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

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

2.3.3 Jurisdictional Reporting

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

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

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

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

2.3.3.A.(2) For Feature Group D with 950 Access (Feature Group B), as defined in Section 4.2, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

2.3.3.A.(3) For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

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

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

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

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

2.3.3.D Effective on the first of January, April, July and October of each year, the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

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

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

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic

2.3.3.F.(1) Scope: VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing (“TDM”) format that originates and /or terminates in Internet Protocol (“IP”) format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. This section governs the identification of toll VoIP-PSTN traffic subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). This section establishes the method of distinguishing toll VoIP-PSTN traffic from the Customer’s total intrastate access traffic, so that toll VoIP-PSTN traffic will be billed in accordance with the FCC Order.

(N)

(N)

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic (Cont'd)

2.3.3.F.(2) Rating of Toll VoIP-PSTN Traffic:

- a. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates between December 29, 2011 and July 12, 2012.
- b. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed intrastate switched access rates between July 13, 2012 and June 30, 2014. (PVU factors described in 2.3.3.F.(3) do not apply.)
- c. Originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates effective July 1, 2014.
- d. Terminating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable tariffed interstate switched access rates.
- e. The Company's switched access tariff can be viewed online at:
<https://support.allstream.com/knowledge-base/fcc-access-services-tariff-electric-lightwave/>. (T)
(T)
(T)

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic (Cont'd)

2.3.3.F(3) Calculation and Application of Percent-VoIP-Usage Factor:

The Company will determine the number of toll VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection .2, above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

- a. The Customer will calculate and furnish to the Company a factor (“PVU-Customer”), along with supporting documentation, representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format and (b) is received from the Company and terminates in IP format. This PVU-Customer shall be based on verifiable information such as the number of the Customer’s retail VoIP subscriptions in the State (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- b. Company will, likewise, calculate a factor (PVU-Company) representing the percentage of the Company’s total intrastate access MOU in the State that the Company originates or terminates in IP format. This PVU-Company shall be based on the number of the Company’s retail VoIP subscriptions in the State as reported on FCC Form 477.

(N)

(N)

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic (Cont'd)

2.3.3.F(3) Calculation and Application of Percent-VoIP-Usage Factor:

- c. After the Company verifies the PVU-Customer factor provided by the Customer the Company will use the PVU-Customer and PVU-Company factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as: $PVU\text{-Customer} + PVU\text{-Company} \times (1 - PVU\text{-Customer})$.
- d. In the event that the Company cannot verify the Customer's PVU-Customer factor based upon the information provided by the Customer, the Company will request additional information to support the PVU-Customer. The Customer shall supply reasonably requested additional information and other information used to determine the PVU-Customer factor. If after review of the additional information, the Customer and the Company establish a revised and mutually agreed upon PVU-Customer, the Company will begin using the new factor with the next bill period.

(N)

(N)

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic (Cont'd)

2.3.3.F(4) Initial PVU Factor:

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-Customer into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company prior to April 15, 2012. If the Customer does not furnish the Company with a PVU-Customer, the Company will utilize a PVU-Customer equal to zero percent.

The initial PVU-Company is equal to zero percent.

2.3.3.F(5) PVU Factor Updates:

The Customer may update the PVU-Customer factor or the Company may update the PVU-Company factor quarterly using the method set forth in subsection (C)(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 and/or July of each year a revised PVU-Customer factor and supporting documentation. Once verified by the Company the revised PVU-Customer factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor. (T) (T)

ACCESS SERVICE

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Report Requirements (Cont'd)

2.3.3.F VoIP-PSTN Traffic (Cont'd)

2.3.3.F(6) PVU Factor Verification:

- a. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factor(s), the call detail records, description of the method for determining how the Customer's end-users originate and terminate calls in IP format, and other information used to determine the Customer's PVU factor(s) furnished to the Company in order to validate the PVU factor(s) supplied. The Customer shall comply with each such Company request, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- b. The Company may dispute the Customer's PVU factor(s) based upon:
 - i. A review of the requested data and information provided by the Customer;
 - ii. The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477, or state level results based on the FCC's Local Competition Report, or other relevant data;
 - iii. A change in a reported PVU factor by more than five percentage points from the preceding quarter.
- c. If, after review of the data and information, the Customer and the Company establish revised a PVU factor(s), the Company will begin using the revised PUV factor(s) in the next billing cycle.

(N)

(N)

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

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

2.4.2 Interconnection of Facilities

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

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

2.5 Payment Arrangements2.5.1 Payment for Service

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

2.5.1.A Taxes

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

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

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

2.5.2 Billing and Collection of Charges

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

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

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

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

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

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

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

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

If a service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.2.F Upon complaint to the Company by a customer either at the Company's office, by letter, 1200 Minnesota Center, 7760 France Avenue, Minneapolis, Minnesota 55435, or by telephone (952) 746-7100, or toll free 1-877-280-4991, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.

2.5.2.G In the event the complainant is dissatisfied with the Company's report, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
 Consumer Affairs Office
 121 Seventh Place East Suite 350
 St. Paul MN 55101-2147
 Telephone (651)-296-0406
 Toll Free 1-(800)-657-3782
 TTY (651)-297-1200
 Fax (651)-297-7073
 E mail CAOstaff@pucgate.puc.state.mn.us

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

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

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

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

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

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

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

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

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

2.5.2.I.(4).(a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

2.5.2.I.(4).(a).(i) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the end user's premises, and vice versa.

2.5.3 Deposits

2.5.3.A The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with them. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with that Company, except as herein restricted:

2.5.3.A.(1) A Customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.5.3.A.(2) The Company shall not require a deposit or a guarantee of payment based upon, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by Minnesota Rules.

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

2.5.3.A.(3) The Company will not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history without the written permission of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that customer's credit history.

2.5.3.B When required, a Customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after twelve (12) consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice, any deposit of a customer shall be applied by the Company to a bill, when the bill has been determined by the Company to delinquent. The Company shall issue a written receipt of deposit to each Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

2.5.3.C Interest shall be paid on deposits in excess of \$20 at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

2.5.3.D Upon termination of service, the deposit with accrued interest shall be credited to the final bill, and the balance shall be returned within 45 days to the customer.

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

- 2.5.3.E The Company may accept, in lieu of a deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the utility, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract, or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.
- 2.5.3.F The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed, unless the guarantor waives such notice in writing.

2.5.4 Refusal and Discontinuance of Service

- 2.5.4.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer in the event such Customer or its agent:
- 2.5.4.A.(1) Willfully damages, tampers, or interferes with the Company equipment; or
- 2.5.4.A.(2) Creates a condition that is determined to be hazardous to (a) the Customer; (b) other Customers of the Company; (c) the Company's equipment; (d) the public; (e) an employee of the Company; or
- 2.5.4.A.(3) Uses the equipment in such a manner as to adversely affect the Company's equipment or the Company's service to other Customer's.

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

2.5.4.B The Company may, with five (5) day's (excluding Sundays and legal holidays) notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer in the event such Customer or its agent:

2.5.4.B.(1) Fails to pay a bill for service when due; or

2.5.4.B.(2) Fails to meet the Company's deposit and credit requirements; or

2.5.4.B.(3) Fails to make proper application for service; or

2.5.4.B.(4) Violates any statute or provision of law, or any rule of regulation of the Minnesota Public Utility Commission, the Federal Communications Commission, or any of the Company's rules on file with the Minnesota Public Utility Commission; or

2.5.4.B.(5) Fails to provide the Company reasonable access to its equipment and property; or

2.5.4.B.(6) Breaches the contract for services between the Company and the Customer; or

2.5.4.B.(7) Fails to furnish such service, equipment, and/or rights-of-way necessary to service said Customer as shall have been specified by the Company as a condition of obtaining service; or

2.5.4.B.(8) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.5.4.C Unless a dangerous condition or emergency exists, or unless the customer requests disconnection, service will not be disconnected on any Friday, Saturday, Sunday, legal holiday, or at any time when the personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

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

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

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

2.5.6 Late Payment Charge

2.5.6.A Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.6.B Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.6.C Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.6.A. Restoration of Service will be subject to all applicable installation charges.

2.5.7 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

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

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

2.6.1 Credit for Interruptions

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

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

ACCESS SERVICE**2. REGULATIONS (Cont'd)**2.6.2 Limitations on Allowances

No credit allowance will be made for:

- 2.6.2.A interruptions due to the negligence of, or noncompliance with the provision of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- 2.6.2.B interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- 2.6.2.C interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.D interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.E interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.F interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.2.G interruption of service due to circumstances or causes beyond the control of the Company.

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

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

2.6.3 Cancellation for Service Interruption

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

2.7 Cancellation of Service

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

2.8 Transfers and Assignments

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

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

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

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

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

3.1.1 **Ordering Conditions:** All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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

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

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

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

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

ACCESS SERVICE**3. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE (Cont'd)**3.1 General (Cont'd)

- 3.1.2 Provision of Other Services: Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 7.2.5.C will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

3.2 Access Order

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

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

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

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

- Standard Interval
- Negotiated Interval

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

3.2.1.A Standard Interval: The Standard Interval for Switched Service will be published.

3.2.1.B Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:

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

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

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

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

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

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

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

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

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

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 7.2.5.B.

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

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 7.2.5.C are in addition to any service Date Change Charges that may apply.

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

3.2.2.C Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedited Order Charge will apply. The Expedited Order Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order Charge request. However, if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedited Order Charge will apply.

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

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

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

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

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

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

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

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 7.2.5.E.

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

Except as - herein, Cancellation Charges will apply as specified in Section 7.2.5.F.

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

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

- 3.2.4 **Minimum Period of Service:** The minimum period for which Access Service is provided and for which charges are applicable is one month.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

4.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

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

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

When the 10XXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

4.2.2 Manner of Revision

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

4.2.3 Rate Categories

4.2.3.A. There are two (2) bundled rate categories for Switched Access Service.

Bundled Originating Access Charge, and
Bundled Terminating Access Charge.

4.2.3.B. Chargeable Optional Features

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the customer.

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

4.2.3.B.(1) Where facilities permit, the Company will, at the option of the customer, provide the following chargeable optional features.

4.2.3.B.(1).(a) 800/888 Series Data Base Access Service

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

A Basic or Vertical Feature Query charge is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800/888 series type calls by companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The 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 800/888 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800/888 series type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing [which allows subscribers to route to different carriers based on factors similar to those in (3)].

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.4 Descriptions and Application of Rate4.2.4.A Recurring Rates

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

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

4.2.4.B Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 7 following.

4.2.4.B.(1) Installation of Service

A nonrecurring installation charge, as set forth in Section 7 following, will be applied at the service wire center for each Entrance Facility installed.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.2 Provision and Description of Switched Access Service Arrangements (Cont'd)4.2.4.B.(2) Service Rearrangements

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

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 7.

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

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

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

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

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

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

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

4.2.7 Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 3.2.

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

4.3 Obligations of the Company

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

4.3.1 Network Management

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

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

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

4.4 Switched Access Optional Features: Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

4.4.1 Nonchargeable Optional Features

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

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)4.4.2 Feature Group D Optional Features4.4.2.A Common Switching Optional Features

4.4.2.A.(1) **Alternate Traffic Routing:** This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

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

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

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)

- 4.4.2.A.(3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- 4.4.2.A.(4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- 4.4.2.A.(5) Feature Group D with 950 Access (Feature Group B): This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- 4.4.2.A.(6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

ACCESS SERVICE**4. SWITCHED ACCESS SERVICE (Cont'd)**4.4 Switched Access Optional Features (Cont'd)

- 4.4.2.A.(7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- 4.4.2.A.(8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

ACCESS SERVICE**5. SPECIAL CONSTRUCTION**5.1 Special Construction5.1.1 Basis for Rates and Charges

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

5.1.2 Termination Liability

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

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

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

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

5.2 Individual Case Basis Arrangement

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialize rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

ACCESS SERVICE**6. BILLING NAME AND ADDRESS**

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

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

6.1 Undertaking of the Company

- 6.1.1 All requests for information will be by facsimile.
- 6.1.2 The Company will specify the format in which requests are to be submitted.
- 6.1.3 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end-users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- 6.1.4 The Company will provide the most current BNA information resident in its data base. Due to normal end-user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message originated.

6.2 Obligations of the Customer

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

ACCESS SERVICE**6. BILLING NAME AND ADDRESS (Cont'd)****6.2 Obligations of the Customer (Cont'd)**

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

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

6.3 Usage Rates

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

ACCESS SERVICE

7. RATES AND CHARGES

7.1 Switched Access Service

7.1.1 Bundled Access Rates

Per Minute Rate

7.1.1	Originating Non-8YY	\$0.024495	(T)
			(D)

*For Terminating and 8YY rates see Tariff F.C.C. No. 2 of Electric Lightwave, LLC (N)
 at <https://support.allstream.com/knowledge-base/fcc-access-services-tariff-electric-lightwave/> (N)

7.2 Special Access

<u>Monthly</u>	
<u>Recurring</u>	<u>Nonrecurring</u>
<u>Charge</u>	<u>Charge</u>

7.2.1 Voice Grade

7.2.1.A	Channel Termination - 2 Wire	\$41.29	\$230.00
7.2.1.B	Channel Termination - 4 Wire	\$66.07	\$230.00
7.2.1.C	Channel Mileage		
	- Fixed	\$29.56	
	- Per Mile	\$2.94	
7.2.1.D	Data Bridging per port		
	- Two-Wire	\$5.58	
	- Four-Wire	\$5.58	

7.2.2 DS-1 Service

7.2.2.A	DS-1 Service		
	i. Channel Termination	\$176.82	\$258.00

(D)
 (D)
 (D)

7. RATES AND CHARGES (Cont'd)7.2 Special Access (Cont'd)

		<u>Monthly Recurring</u>	<u>Nonrecurring Charges</u>
7.2.2	<u>DS-1 Service (Cont'd)</u>		
7.2.2.B	Channel Mileage		
	i. Fixed	\$94.38	
	ii. Per Mile	\$19.14	
7.2.2.C	Optional Features		
	i. Multiplexing DS-1 to Voice	\$83.12	
	ii. Multiplexing DS-1 to Digital	\$83.12	
7.2.3	<u>DS-3 Service</u>		
7.2.3.A	Channel Termination Per Point of Termination	\$2,051.19	\$267.00
7.2.3.B	Channel Mileage		
	i. Fixed	\$525.64	
	ii. Per Mile	\$131.77	
7.2.3.C	Optional Features		
	i. Multiplexing DS-1 to DS-3	\$474.31	
	ii. Multiplexing DS-3 to DS-1	\$474.31	
7.2.4	<u>800 Database Access Service</u>		
	For database query rate see Tariff F.C.C. No. 2 of Electric Lightwave, LLC at https://support.allstream.com/knowledge-base/fcc-access-services-tariff-electric-lightwave/		(T) (T)
7.2.5	<u>Service Orders</u>		
7.2.5.A	Access Order Charge Per Order		\$136.00
7.2.5.B	Service Date Change		\$53.00
7.2.5.C	Design Change		\$53.00
7.2.5.D	Miscellaneous Service Order Charge		\$53.00

ACCESS SERVICE

7. RATES AND CHARGES (Cont'd)

7.2 Special Access (Cont'd)

7.2.6 Miscellaneous Services

7.2.6.A Presubscription

	<u>Monthly Recurring</u>	<u>Nonrecurring Charges</u>
i. Authorized PIC Change		\$5.00
ii. Unauthorized PIC Change		\$35.65
iii. PIC Restoral Option Change		\$11.00
iv. Flexible ANI Service per line		\$2.93

7.3 Billing Name and Address

Per Request Rate

\$0.33

Billing Name and Address Service

— Per BNA Order	\$50.94
— Per BNA Record	\$0.33
— Optional Format Programming Charge —Per Hour	\$37.20

7.4 Returned Check Charge

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occasion\$25.00