

**BRIGHT HOUSE NETWORKS INFORMATION SERVICES (INDIANA), LLC**

**ACCESS SERVICES PRICE LIST**

Regulations and Schedule of Intrastate Access Rates

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Bright House Networks Information Services (Indiana), LLC ("Bright House") within the State of Indiana. This tariff is on file with the Indiana Utility Regulatory Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 5000 Campuswood Drive, East Syracuse, New York 13057.

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CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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### 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 increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify a change in text but no change in rate or regulation.

### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the price list. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Indiana Utility Regulatory Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.1
- 2.1.1.A.1

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Access Code – Denotes a uniform code used by the Company to identify an individual Customer, normally in connection with routing originating switched Access Services. The code as the form 101XXXX or 950-XXXX.

Access Services – The provision of a communications path, using any appropriate technology, between a Customer’s network and the communications service associated with a standard 10-digit telephone number assigned by the Company directly or indirectly to an end user or consumer that obtains connectivity to the Public Switched Telephone Network by means of that communications service. For purposes of this tariff, the Company’s Access Service includes the origination or termination of interexchange telecommunications traffic from or to any End User, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), where the provider of the VoIP service does not itself seek to collect compensation from the Customer for that traffic, regardless of the specific functions provided by, or facilities used by, the Company.

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Access Service Request (ASR) – The Service Order form normally used by access service Customers and the Company for the process of establishing, moving or rearranging access services provided by the Company.

Access Tandem (also referred to as Tandem Switch) – A switching system that provides a traffic concentration and distribution function for originating and terminating traffic between End Offices and the Customer’s Premises or Point of Presence.

Answer Supervision – The transmission of a switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier’s Point of Presence or customer’s terminal equipment as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) – The automatic transmission of a caller’s billing account telephone number to a Customer or other entity, typically another Carrier. The primary purpose of ANI is for identification and billing of toll calls.

Call - A completed connection between the calling and called End User parties. During a call, the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem switch.

Carrier - An entity other than the Company that provides telecommunications services.

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Certain material previously found on this page is now located on Page 7.1.

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

1.1 Definitions (Cont'd.)

Casual Calling- Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Presubscribed customers to utilize the originating Access Services of the Company. (M)  
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Central Office- The term "Central Office" has the same meaning as the term "End Office", *i.e.*, the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility(ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office." (M)(T)  
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(M)(T)

CIC- An interexchange carrier identification code. (M)

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

1.1 Definitions (Cont'd.)

Constructive Order – Delivery of calls to or acceptance of calls from the Customer’s network over Company facilities constitutes a Constructive Order by the Customer to purchase switched Access Services as described herein. The selection of the Customer by an End User as the End User’s PIC also constitutes a Constructive Order for Switched Access services by the Customer.

Commission - The Indiana Utility Regulatory Commission, unless otherwise indicated.

Common Line – A Loop or Loop facilities. (N)

Company –Bright House Networks Information Services (Indiana), LLC, unless specifically stated otherwise.

Connection to the PSTN: Any service or facility provided by a carrier that provides the purchaser of the service or facility with the ability to send calls to the PSTN, and/or to receive calls from the PSTN, based on one or more standard telephone numbers which are assigned by that carrier to the service or facility and which are listed in the database of the Number Portability Administration Center as assigned to that carrier. (N)  
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(N)

Customer – Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff. In most contexts, the Customer is an Interexchange Carrier that uses the Company’s Switched Access services described in this tariff to reach its End User customers or to connect its End User customers with the Company’s End Users and/or other telecommunications providers connected to the public switched telephone network. A Customer that uses Access Service from the Company is responsible for the payment of charges hereunder and for compliance with the Company's regulations and applicable law. (T)  
(T)

Dedicated Access (also referred to as Special Access) - Where originating or terminating access between an End User and a Customer are provided via dedicated facilities, circuits or channels. A method of reaching the Customer’s communication and switching systems whereby the End User is connected directly to the Customer’s Point of Presence or designate without switching or equivalent call-specific routing of individual Calls.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

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

1.1 Definitions (Cont'd.)

DS0 – Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

(M)

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

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

(M)

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

1.1 Definitions (Cont'd.)

End Office: The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility(ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office." (T)

End User: For purposes of this Tariff, the term "End User" means any person, corporation, partnership, or any other entity that purchases a service or facility from a Local Exchange Carrier (including the Company) that has one or more North American Numbering Plan numbers associated with the service, which numbers are listed in the database of the Number Portability Administration Center as assigned to the Local Exchange Carrier, and which are used to switch traffic to and/or from the service. By way of example and not limitation, an End User may include an individual, a small or medium-sized business, a business that purchases connection(s) for a PBX or functionally equivalent or analogous equipment, a dial-up Internet Service Provider, and/or a provider of interconnected VoIP service (as that term is defined in the rules of the Federal Communications Commission) that obtains its Connection to the PSTN from the Local Exchange Carrier. The term "End User" also includes a person, corporation, partnership, or other entity that purchases interconnected VoIP service from an interconnected VoIP provider. (T)

End User Premises – The premises specified by the Customer or End User for termination of Access Services at the End User's physical location. (T)

Equal Access – The provision of originating Switched Access to Customers by means of Feature Group D connections. With Equal Access, End Users can presubscribe their telephone line(s) to their choice of those Customers that subscribe to the Company's Feature Group D Switched Access service at the Company End Office serving the End User. With Equal Access, outgoing non-local Calls dialed by the End User are automatically routed by the Company to the network of the End User's selected Customer. Customers may also route calls to a Customer's network by dialing that Customer's Access Code.

Exchange – A group of connections to End Users served by the same switch or equivalent device and assigned the same "NXX" code in their telephone number. Each NXX code, and therefore each Exchange, is normally associated with a particular geographic area for purposes of billing distance-sensitive charges. More than one Exchange may be associated with the same geographic area, and an End User's retail local calling privileges will normally encompass multiple Exchanges. (M)

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

1.1 Definitions (Cont'd.)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice-grade transmission between End User equipment at the ends of the transmission path is not established.

Incumbent Local Exchange Carrier (ILEC) – With respect to an area, the local exchange carrier that (A) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and (B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Federal Communications Commission's regulations (47 C.F.R. 69.601(b)); or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

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

1.1 Definitions (Cont'd.)

Individual Case Basis or ICB – A process where by the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Service Arrangements as contained in Section 6 of this tariff.

InterMTA – Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call based on the originating and terminating call detail records, originates and terminates in different Major Trading Areas ("MTAs"). (T)

Interstate – For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

IntraMTA – Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call based on the originating and terminating call detail records, originates and terminates within the same Major Trading Areas ("MTAs"). (T)

Intrastate – For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the state of Indiana.

Local Access and Transport Area (LATA) – A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court of the District of Columbia Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local or Local Traffic – For purposes of this Tariff, any call that (a) is between an End User of the Company and an End User of a Customer and that (b) originates and terminates within the local calling area established by the Customer (if any) for its End User. (N)  
|  
(N)

Loop: All lines, trunks, or other facilities connected directly or indirectly to an End Office Switch, between such Switch and an End User, that are used to provide a Connection to the PSTN. (N)  
(N)

Certain material previously found on this page is now located on Page 10.1. (M)  
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(M)

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

1.1 Definitions (Cont'd.)

Message - A completed telephone Call by a Customer or End User.

(M)

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

MTA – Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

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

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

OC-48 – A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Giga bits per second (Gbps).

(M)

Percent Interstate Usage (PIU) – The percentage of a Customer's total originating or terminating usage that is jurisdictionally interstate based on the originating and terminating ANI included in the call detail records, regardless of the technology used to originate and/or terminate the call. The PIU is calculated by dividing the Customer's interstate minutes by the Customer's total (interstate plus intrastate) minutes. In determining the PIU, intrastate minutes include Local Usage minutes and the total minutes include indeterminate usage for which the jurisdiction of the traffic cannot be determined based on the call detail records.

(N)

Percent Indeterminate Traffic (PIT) – the percentage of a Customer's total terminating switched access usage for which the call detail records received by the Company do not contain sufficient originating number information to allow for determination of the jurisdiction of that usage. The PIT is calculated by dividing the Customer's indeterminate terminating access minutes by the Customer's total terminating access minutes.

(N)

(N)

Certain material now found on this page was previously located on Page 10.

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

1.1 Definitions (Cont'd.)

Premises - The space occupied by an individual Customer or Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier. May also denote a Customer owned enclosure or utility vault located above or below ground on a private property or on Customer acquired right-of-way.

Presubscription – An arrangement whereby an End User selects and designates to the Company or other carrier the Customer the End User wishes to access, without an Access Code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier. Primary Interexchange Carrier – The Customer designated by an End User as its first routing choice for routing of 1+ direct dialed and operator assisted non-local calls.

Point of Presence – The physical location associated with a Customer's network within a LATA in which the Company provides Access Services.

PSTN or Public Switched Telephone Network: The public switched telephone network, sometime referred to as the public switched network, consisting of the networks of all carriers that are interconnected with each other, directly or indirectly, and that route telephone calls to and from their entry and exit points on the network on the basis of 10-digit telephone numbers of the form NPA-NXX-XXXX. (N)

Query – The inquiry to a Company data base to obtain information, processing instructions or service data. | (N)

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the Service Order or this tariff, in which case the service commencement date is the date of the Customer's acceptance and or the Constructive Order date. The Company and a Customer may mutually agree on a substitute service commencement date.

Service Order – A written request for access services executed by the Customer and the Company in a format specified by the Company. Except for service provided by the Company under a Constructive Order, the signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties that order services offered under this tariff.

Certain material previously found on this page is now located on Page 11.1. (M) | (M)

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

1.1 Definitions (Cont'd.)

Serving Wire Center: A facility or location on the Company's network that is capable of providing service to Customers in the geographic area in which a Customer's point of demarcation is located. The term is intended to include all locations on the Company's network that perform the functional equivalent of the functions performed by an incumbent local exchange carrier's serving wire center. (N)

Switch, Switching, Switched: The term "switching" refers to any technical means by which a communication is directed from an origination point or input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A communication is "switched" when it passes through a switch. By way of example but not limitation, any device which determines how to route calls based on the digits of a telephone number within the North American Numbering Plan is a "switch." (N)

Switched Access – A service in which the Company establishes originating or terminating connections between an End User and a Customer by means of switching or routing on a Call-by-Call basis. (M)

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

Trunk – A communications path connecting two switching systems or equivalent devices in a network, used in establishment of an end-to-end connection. (M)

Trunk Group – A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems or equivalent devices in which all of the communications paths are interchangeable. (M)

VOIP-PSTN Access Traffic - VoIP-PSTN Access Traffic is Switched Access traffic exchanged between the Company and the Customer that originates and/or terminates in Internet protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to a service that requires Internet Protocol compatible equipment on an End User's premises. (N)

VoIP service – Transmission of communications by wire, cable, radio, or other like connection in Voice Over Internet Protocol form, that is originated or terminated in Internet Protocol (IP) format. VoIP services are those services require the use of IP compatible equipment on an End User's premises. (N)

Certain material now found on this page was previously located on Page 11.



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

1.1 Definitions (Cont'd.)

United States - The forty-eight (48) contiguous states contained within the mainland United States, as well as Alaska, American Samoa, Hawaii, the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

1.2 Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

FCC - Federal Communications Commission ("Commission")

ICB - Individual Case Basis

IXC - Interexchange Carrier

PIC - Primary Interexchange Carrier

PICC - Presubscribed Interexchange Carrier Charge

POP - Point of Presence

V&H - Vertical and Horizontal Coordinates

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The Company provides Switched Access or Dedicated Access to Customers pursuant to this tariff to enable such Customers to access End Users. (T)
- 2.1.2 The Company installs, operates and maintains the services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The Company is responsible under this tariff only for the services and facilities provided hereunder and it assumes no responsibility for any service provided by another entity that purchases access to the Company network in order to originate and terminate its own services or to communicate with its own customers. The access services provided herein are to be used by Customers for the purpose of originating or terminating intrastate communications. The Customer shall be responsible for all charges applicable to such service arrangements under this tariff.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at [TariffInquiries@BHNIS.com](mailto:TariffInquiries@BHNIS.com). Customers wishing to communicate with the Company in writing may send correspondence to: 5000 Campuswood Drive, East Syracuse, New York, 13057.
- 2.1.5 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards or when such rules and standards have an adverse material affect on the business or the economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 Service temporarily may be refused or limited because of system capacity limitations. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.6 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.7 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff. The Company may block any signals being transmitted over its network by or to Customers or Customers which cause interference to the Company or other users. Customer shall not be relieved of any obligations to make payments for charges related to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Customers for interruptions in service except as set forth in Section 2.4 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the reasonable discretion of the Company) to the period which such error, mistake, omission, interruption or delay occurs.
- 2.3.5 In no event shall the Company be liable for any incidental, indirect, special or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.3.6 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with Commission rules and regulations.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Liability (Cont'd.)

2.3.7 In no event shall the Company be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer or other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company.

2.3.8 In no event shall the Company be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- A. Any act or omission of: (i) the Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control, including any and all causes specified in Section 2.3.6 hereof
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- E. Infringement of patents arising from combining apparatus and systems of the Customer or an End User with facilities provided by the Company;
- F. Claims arising out of any act or omission of a Customer or End User in connection with service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Liability (Cont'd.)

2.3.8 (Cont'd)

- G. Breach in the privacy or security of communications transmitted over the Company's facilities;
- H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- I. Defacement of or damage to the Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or willful misconduct of the Company or its employees.
- J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. Any noncompleted Calls due to network busy conditions; and
- L. Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.9 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Customer.

2.3.10 Except as expressly provided in this tariff, any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Limitations of Liability (Cont'd.)

- 2.3.11 The Company makes no representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement.
- 2.3.12 Failure by the Company to assert its rights under a provision of this tariff at any one time does not preclude the Company from asserting its rights under other provisions at that time, or under the same provision at another time.
- 2.3.13 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Allowances for Interruptions in Service

2.4.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive communications between its network and End User(s) due to the failure of a component furnished by the Company under this tariff. Credit allowances for interruption of service are applicable to Company provided Dedicated Access services only.
- B. An interruption period begins when the Customer reports to the Company a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair by the Company, as determined at its sole discretion. An interruption period ends when the service or facility is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Allowances for Interruptions in Service (Cont'd.)

2.4.2 Application of Credits for Interrupted Services

- A. Upon written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as otherwise noted in this tariff. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive communications over Company-provided services or facilities, because of a failure of a component furnished by the Company under this tariff. The Company shall refund to the Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- B. In the event the Customer's Dedicated Access services are affected by such interruption and it remains interrupted for eight normal working hours or longer after access to the premises is made available and after being reported to the Company to be out of order, appropriate adjustment or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- C. The amount of adjustment, credit allowance, or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The credit allowance to the customer shall be a pro rata part of the month's monthly recurring charges (if any) for the period of days and that portion of service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Allowances for Interruptions in Service (Cont'd.)

2.4.3 Calculation of Credits for Interrupted Services

For the purpose of the credit allowance computation every month shall be considered to have seven hundred and twenty (720) hours. The credit allowance only applies to monthly recurring charges and no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. No credit will be provided for usage sensitive services. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720<sup>th</sup> of the monthly charge for the services affected for each day that the interruption continues. The formula used for the computation credit is as follows:

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

A = Outage time in hours (must be 8 hours or more)

B = Total monthly recurring charge for affected Dedicated Access service

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Allowances for Interruptions in Service (Cont'd.)

2.4.4 Limitations on Allowances

- A. No credit allowance will be made for any interruption of service:
1. due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  2. due to the failure of power, equipment, systems or services not provided by the Company;
  3. due to circumstances or causes beyond the control of the Company;
  4. during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
  5. during any period in which the Customer continues to use the service on an impaired basis;
  6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  7. that was not reported to the Company within eight (8) hours of the time that service was affected; and
  8. that was not requested by the Customer within 30 days of a reported service interruption.
- B. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audit and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Allowances for Interruptions in Service (Cont'd.)

2.4.5 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used. Company shall have no liability to any third party from which Customer obtains such alternate service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer

2.5.1 The Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to an End User.

The Customer also is responsible for the payment of charges for all access service used from the Company. Specific Customer responsibilities include, but are not limited to the following:

- A. reimbursing the Company for damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premise, unless caused by gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge to Company, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment of such premise;
- C. 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 communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.5.1.B. Any and all cost associated with and 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 section prior to accepting the order for service;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.1 (Cont'd)

- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions at the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible for under this tariff; and granting or obtaining permission for Company agents or employees to enter the premise of the Customer 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;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's facilities or equipment;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.1 (Cont'd)

- I. ensuring that any Customer provided equipment and/or systems are properly interfaced Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.5.2 With regard to the access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

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

B. Network Contingency Coordination

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.2 (Cont'd)

C. Jurisdictional Reports

1. Except as set forth in Section 2.5.2.C.2, if call detail information is insufficient for the Company to determine the jurisdiction of switched access traffic, the Customer-reported Projected PIU factor, as described in Section 2.5.2.C.3, or a default PIU, as described in Section 2.5.2.C.4, will be used to determine jurisdiction for billing purposes.
2. There may be some portion of terminating access minutes for which the call detail records received by the Company do not contain sufficient originating number information to allow for determination of the jurisdiction of those minutes. If this Percent Indeterminate Traffic (PIT) does not exceed three percent (3%) of the Customer's total terminating access minutes, the Company will apply the Customer-reported PIU as set forth in section 2.5.2.C.3, or the default PIU, as set forth in section 2.5.2.C.4, to determine the jurisdiction of the traffic. If the Customer's PIT exceeds 3% of the Customer's total terminating access minutes, the Company will assess intrastate access rates set forth in this tariff on all terminating switched access minutes exceeding the 3% floor. For example, if a Customer's PIT is 30%, the Company will apply the intrastate access rates set forth in this tariff to 27% of the terminating switched access traffic and the PIU will be used to assess applicable interstate rates on the remaining 3% of the traffic.

(N)

(N)

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.2 (Cont'd)

C. Jurisdictional Reports (Cont'd.)

3. Reporting Requirements (Cont'd.) (T)

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 non-Local intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail information recorded by the Company in connection with the use of an access Service provided under this tariff is insufficient to determine the appropriate jurisdiction of the traffic. (T)

(a) Originating Access: Originating access minutes consist of traffic originating from a Company End Office. The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company. (T)

(b) Terminating Access: Terminating access minutes consist of traffic terminating to a Company End Office. The Customer must provide the Company with a projected PIU factor on an annual basis. (T)

4. Except where Company-measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor. (T)

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.2 (Cont'd)

C. Jurisdictional Reports

3. Default Jurisdictional Reporting Factors and Jurisdictional Audits

- (a) If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.
- (b) The Customer shall keep sufficiently detailed information from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection or audit. Such records shall include any records related to Customer interstate or intrastate use originated or terminated by the Company but routed by Customer to the Company under arrangement other than access service arrangements. The Customer must maintain these records for a period of 24 months from the date the report became effective for billing purposes.
- (c) Initiation of the audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company's request.
- (d) In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

2.5.2 (Cont'd)

C. Jurisdictional Reports (Cont'd)

3. (Cont'd)

- (e) Should an audit reveal that the misreported percentages(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit.
- (f) Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- (g) Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.
- (h) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (i) To the extent caused by the acts or omissions of the Customer as described in 2.4.2, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

- 2.5.3 A Customer shall not assert any claim against any other Customer or End User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or End User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or End User. Nothing included in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.5.4 The Customer is responsible for charges incurred for special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.5.5 If required for the provisioning of the Company's services, the Customer must provide the Company, at the Customer's sole expense, any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.6 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Responsibilities of the Customer (Cont'd.)

- 2.5.7 If required for the provisioning of the Company's services, the Customer must provide the Company, at the Customer's sole expense, any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.8 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.
- 2.5.9 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5. Responsibilities of the Customer (Cont'd)

2.5.10 Billing and Payment for Service

- A. The Customer is responsible for the payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as a result of:
1. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
  2. any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize; and
  3. any Calls placed by or through the Customer's equipment via any remote access feature(s).
- B. If a Customer terminates its access arrangements with the Company, the Customer is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Customer), the PIC change charge, if any, incurred by the Company as a result of the Customer's termination of service, and any all additional costs associated with this process.
- C. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5. Responsibilities of the Customer (Cont'd)

2.5.10 Billing and Payment for Service (Cont'd)

- D. Recurring monthly charges shall be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.
- E. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for services provided in the preceding billing period.
- F. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- G. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement by the parties, or if the services or facility does not conform to standards under this tariff or Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- H. 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 prorate basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5. Responsibilities of the Customer (Cont'd)

2.5.10 Billing and Payment for Service (Cont'd)

- I. A Customer must notify the Company in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.
- J. When the Customer is billed for both interstate and intrastate access services and partial payment is received from the Customer, the payment will first be applied to the interstate amounts due and then to intrastate amounts due.



SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Deposits and Advance Payments

2.6.1 General

The Company reserves the right to validate the credit worthiness of Customers and billed parties through available verification procedures. Where a Customer's credit worthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to the Customer.

2.6.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under this tariff. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills in accordance with the terms of this tariff. A deposit may be required in addition to an advance payment.
- C. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months service.
- D. To the extent required by Commission rules, the Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until reasonable effort has been made to affect a refund.
- C. If experience shows that the amount of a deposit is less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- D. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, if any, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Deposits and Advance Payments (Cont'd)

2.6.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.7 Late Payment Charges and Returned Check Fees

2.7.1 A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is greater, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to the assessment of any late payment fees shall be extended to the next business day.

2.7.2 A service charge equal to \$30.00, or the actual fee incurred by the Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficient or discrepancy necessitating return of the instrument at the discretion of the drawee bank of other financial institution.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Timing of Calls

- 2.8.1 The Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Customer uses.
- 2.8.2 Customer traffic to the Company's End Offices will be measured (*i.e.* recorded or, if recordings are not reasonably available to the Company, assumed) by the Company at its End Office Switches or Access Tandem Switches. Originating and terminating Calls will be measured (*i.e.* recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based upon previously-known values. (T)
- 2.8.3 For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End User's end office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is first recognized by the switch.
- 2.8.4 For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End User's end office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- 2.8.5 For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Timing of Calls (Cont'd)

2.8.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

2.9 Disputed Charges

2.9.1 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than ninety (90) days after such bills are rendered. In the event that the Customer does not submit a claim as stated herein, the Customer waives all rights to filing a claim thereafter.

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

2.9.3 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment fees as set forth in this tariff.

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

2.9.5 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit on their account with the Company in the amount of the timely paid disputed amount times the late payment interest factor set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Disputed Charges (Cont'd)

2.9.6 In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

- A. First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to late fees and/or disconnection.)
- B. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Commission. The address of the Commission is:

Indiana Utility Regulatory Commission  
Indiana Government Center South  
302 W. Washington Street, Suite E306  
Indianapolis, IN 46204

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.10 Taxes, Surcharges and Fees

- 2.10.1 State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.
- 2.10.2 All state and local taxes (i.e. gross receipts, tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency or government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of the government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.10.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or authorized by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Applications for Service

The Company will accept both affirmative orders and constructive orders for Customer access services. The Company does not require a written Service Order, via an ASR, for the initiation of Switched Access services to Customers. To the extent that Customer requests a special assembly, the Customer may be required to enter into written Service Order which shall contain or reference a specific description of the Service Ordered, the rates to be charged, the duration of the services and the terms and conditions of this tariff. Customers will be required to execute any other documents as may be reasonably requested by the Company.

##### 3.1.1 Service Orders

Customers may order switched access through Constructive Order or through an Affirmative Service Order; each process is defined herein. The Affirmative Service Orders shall be placed via an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein. The initiation of an ASR by the Customer and acceptance 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. Should a Customer use the Company's access service without an executed Service Order or ASR, the Company may, at its option, request that the Customer submit an ASR. The Company may accept a Service Order either by submitting Billing Name and Address ("BNA") information to the Customer, provided a firm order commitment date ("FOC") for the ASR, or by the accepting PIC requests by End Users that request the Customer as their PIC.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.1. Service Orders (Cont'd)

A. Affirmative Service Order

1. A Customer may affirmatively request the Company's switched access services by submitting an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
2. Access Service Date Intervals: Access Service is provided with standard or negotiated intervals. The Company will specify a firm order confirmation date and 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:
  - (a) For service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval applies to standard service offerings where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.1. Service Orders (Cont'd)

A. Affirmative Service Order (Cont'd)

2. (Cont'd)

- (b) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services 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, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when: (i) there is no existing facility connecting the Customer premises with the Company; or (ii) the Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or (iii) the Company determines that the Access Service cannot be installed within the Standard Interval.
- (c) All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.1. Service Orders (Cont'd)

A. Affirmative Service Order (Cont'd)

3. Access Service Request Modification

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 requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.1. Service Orders (Cont'd)

B. Constructive Service Order

Alternatively, a Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's facilities to connect to End Users. If a Customer solicits End Users that are customers of the Company and those End Users choose to access the Customer's network through the Company's facilities, the Customer has constructively ordered Company's originating and/or terminating Switched Access services.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.2 Notices and Communications

- A. The Customer shall designate on each Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on each 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 for on bills for service to which the Customer shall mail payment on that bill.
- C. Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer being disconnected may make, the time allowed for the Customer to make remedies (if any), and any toll free customer service number the Customer may call to obtain additional information.
- D. Except as otherwise expressly stated in this tariff, all notices or communications required to be given under this tariff will be in writing.
- F. 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 second business day following placement 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.
- G. The Company of the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.3 Cancellation of Application for Service by Customer

- A. 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 for those specified below.
- 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, calculated reasonably and in good faith by the Company, 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.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, calculated reasonably and in good faith by the Company may apply. In such cases, the charge will be based on such elements as the costs of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied, reasonably and in good faith, on a case-by-case basis.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.4 Cancellation of Application for Service by Company

- A. Service continues to be provided until cancelled by the Customer pursuant to this tariff or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full accordance with the payment terms of this tariff.
- B. The Company may refuse or discontinue service to a Customer without notice under the following conditions:
  - 1. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of the terms of this tariff, for any violation of the law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
  - 2. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
  - 3. In the event of Customer or End User use of equipment in such a manner as to adversely affect the Company's equipment or other service to others.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.4. Cancellation of Application for Service by Company (Cont'd)

B. (Cont'd)

4. In the event of tampering with the equipment or services of the Company or its agents.
5. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that the Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in the facilities or equipment necessary to eliminate illegal, unauthorized or fraudulent use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
6. If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities, the Company may refuse to furnish service until the applicant or Customer shall have remedied the condition.
7. Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:
  - (a) For nonpayment: The Company, by written notice to the Customer in accordance with applicable law, may refuse, suspend, or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
  - (b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.1 Applications for Service (Cont'd)

3.1.4. Cancellation of Application for Service by Company (Cont'd)

B. (Cont'd)

7. (Cont'd.)

- (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- (d) For Customer or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premise of such person.
- (e) For use of telephone service for any property or purpose other than described in the application.
- (f) For Customer breach of any contract for service between the Company and the Customer.
- (g) For periods of inactivity in excess of sixty (60) days.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.2 Installation of Service

- 3.2.1 All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Customer, as well as to the full compliance by the Customer with all applicable tariff requirements.
- 3.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number process, or code.
- 3.2.3 Title to all facilities utilized by the Company to provide services under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its agents, partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.3 Provision of Company Equipment and Facilities

- 3.3.1 The Company shall use reasonable efforts to maintain only the 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.
- 3.3.2 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 by the Customer.
- 3.3.3 Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.
- 3.3.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided facilities or equipment. Where such equipment is connected to the facilities furnished under 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. Subject to this responsibility, the Company shall not be responsible for:
- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmissions; or
  - B. The reception of signals by Customer-provided equipment; or
  - C. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.4 Interconnection

- 3.4.1 Service furnished by the Company may be interconnected with services or facilities of third party carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such third party carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and third party carriers shall be provided at the Customer's expense.
- 3.4.2 Connection with the facilities or services of third party carriers shall be under the applicable terms and conditions of the third party carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 3.4.3 The Customer shall ensure that the facilities or equipment provided by a third party carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 3.4.4 If harm to the Company's network, personnel or services is imminent due to interconnection with a third party carrier's services, the Company reserves the right to disconnect and terminate Customer's service immediately, with no prior notice required.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.5 Customer-Provided Equipment

- 3.5.1 The Company's services are designed primarily for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. A Customer may transmit or receive any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication as specifically stated in this tariff.
- 3.5.2 Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 3.5.3 The Customer is responsible for ensuring that the Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and current impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 3.5.4 Upon suitable notification to the Customer, and at reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 3.5.6 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer. Notwithstanding the forgoing, if harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately with no prior notice required.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.6 Inspection, Testing and Adjustments

- 3.6.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms or conditions.
- 3.6.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.
- 3.6.3 The Company will provide the Customer reasonable notification of service affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' 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.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.7 Mixed Interstate and Intrastate Switched Access Services

3.7.3 Identification and Rating of VoIP-PSTN Traffic

(N)

A. Scope

This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of identifying such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") separately from any of the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this section will be billed at the rates set forth in the Company's applicable interstate switched access, as set forth in Section 4.1.2.

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection B., above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (determined in accordance with the provisions of this tariff) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate 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; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(N)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.7 Mixed Interstate and Intrastate Switched Access Services, (Cont'd.)

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

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

2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B 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 the sum of: A. the PVU-A factor and B. the PVU-B factor times (1.0 minus the PVU-A factor).
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

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

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.

(N)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.7 Mixed Interstate and Intrastate Switched Access Services, (Cont'd.)

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

D. 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-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection C.5., above.

E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B 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, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

(N)

(N)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

- 3.8 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities (M)
- 3.8.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for Switched Access, see Section 2.5.2.
- A. If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the Company's FCC access tariff.
  - B. If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
  - C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service. (M)

Material now found on this page was previously located on Page 56.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service

3.9.1 Customer Termination of Service

A. General

The Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

In deference to the unique nature of the relationship between the Company and the Customer, and in acknowledgement of the legitimate interests that the Company has with respect to End Users that are also customers of Company services other than those provided under this tariff (a "Shared Customer"), strict adherence by the Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Customer, and not as a final position by the Customer. The Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.1 Customer Termination of Service (Cont'd)

B. Term of Service

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-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or as otherwise set forth in this tariff.

Service will continue to be provided to the Customer until terminated by the Customer or the Company in accordance with this Section.

C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Customer must fulfill certain obligations, including, but not limited to the following:

1. The Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.1 Customer Termination of Service (Cont'd)

C. (Cont'd.)

2. (Cont'd.)

The Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in this tariff, and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:

- (a) Continued acceptance by the Customer of the Company's switched access traffic;
- (b) Entering into new negotiations with the Company;
- (c) Failure to specify the exact service to be cancelled;
- (d) Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;
- (e) Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Customer's termination of service with the Company.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.1 Customer Termination of Service (Cont'd)

C. (Cont'd.)

3. The Customer must notify Shared Customers of the Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
4. The Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of Shared Customers to an alternate provider of services such as those provided to the Shared Customer by the Customer terminating service hereunder;
5. The Customer must unequivocally authorize the Company to prohibit End Users from selecting the Customer as their interLATA PIC;
6. Any termination by the Customer does not relieve it of its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations of the Company and the Customer that by their nature extend beyond the termination of the term of the Service Order or services provided under this tariff shall survive the termination of service.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.1 Customer Termination of Service (Cont'd)

D. Cancellation of Contract Services

1. If Customer cancels a Service Order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer shall be liable to the Company for termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

- (a) All unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
- (b) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
- (c) All recurring charges specified in the applicable Service Order for the balance of the current term.

E. Cancellation of Non-Contract Services

The Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.1 Customer Termination of Service (Cont'd)

F. Restoration of Service

1. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than for nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
2. A restoration fee of \$1,000, or the actual cost incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
3. Restoration of disrupted services shall be accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.2 Company Termination of Service

- A. The Company may terminate service for any of the following reasons, by giving the Customer at least thirty (30) business days' written notice via first class mail:
1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Customer compliance;
  2. For the Customer's refusal to provide the Company with reasonable access to its equipment and property;
  3. For Customer non-compliance with state, local or other codes;
  4. For nonpayment of bills when due and after the Company has provided the Customer with a termination notice mailed at least thirty (30) business days' before termination.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.9 Termination of Access Service (Cont'd)

3.9.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service *without notice* for any of the following reasons:

- B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- C. In the event of the Customer's illegal use of equipment or service provided by the Company;
- D. In the event that any actions of the Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Customer shall be liable for all related costs as well as any reconnection charges.

- 3.9.3 The Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Customer or the Company) terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.10 Blocking of Access Traffic

When a Customer terminates its access arrangements with the Company, it is mandatory that the Customer ensure that all End User traffic – both originating and terminating – between the Customer and the Company is blocked. The Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Customer elects to block the access traffic itself, the Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

3.10.1 Notification Requirements

A. Company Blocking

Where the Customer chooses to have the Company block access traffic to the Customer, the Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. Such notice must also include the following information:

1. All relevant Billing Name and Address ("BNA") information;
2. All relevant Automatic Number Identification ("ANI") information;
3. General Call Record Detail
4. A statement unequivocally authorizing the Company to prohibit an End User from selecting the Customer as their Presubscribed Interexchange Carrier ("PIC"), and absolving both the Company and the End User from any liability to the Customer as a result of such action.
5. Additionally, the Customer must certify to the Company, in writing, that any such blocking is consistent with the Customer's tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Customer and the End User.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.11 Service Commencement Date

As used in this section, the date on which a Customer first sends or receives traffic from the Company's End User or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.12 Service Cancellation Date

As used in this section the date on which a Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Customer, in writing, of its intention to terminate access service to the Customer. Such dates must confirm to the effective dates for cancellation of service or notification of the Customer's intention to block or have the Company's access traffic blocked.

In the event that the Company terminates service *without notice*, the Service Cancellation Date shall be the date that the Company terminates service with the Customer.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.13 Access Service Offerings

3.13.1 Switched Access Service

- A. Switched Access service is available to Customers for their use in furnishing service to End Users. This service allows for a two point communications path between a Customer's premises and an End User. Switched Access Service provides the ability to originate Calls from an End User to a Customer's premises, and to terminate Calls from a Customer's premises to an End User. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access service provides for the ability to originate calls from an End User's premises to a Customer's Premises and to terminate calls from a Customer's premises to an End User's premises in the LATA where it is provided.
- B. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- C. In the absence of an ASR as described in this tariff, delivery of calls to, or acceptance of calls from, the Customer's End User locations(s) via Company-provided Switched Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access services as described and priced herein.
- D. In those situations where a CMRS provider terminates interMTA traffic to an end-user subscriber of the Company, the rates, terms and conditions of this tariff will apply to such traffic.
- E. The Company will assess and collect for each of the Switched Access service rate elements contained in this tariff for each minute of interexchange telecommunications traffic that originates or terminates with any End User, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), where the provider of the VoIP service does not itself seek to collect compensation from the Customer for that traffic, regardless of the specific functions provided by, or facilities used by, the Company. The Company will not charge for functions not performed by the Company and/or its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service. (N)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.14 Manner of Provision

- 3.14.1 Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per trunk basis.
- 3.14.2 Originating traffic represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.14.3 Feature Group Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with multi-frequency in band signaling or SS7 where capabilities exist.
- 3.14.4 Two types of Feature Group Access are available:
- A. Tandem Access: This option applies when the customer has no direct facilities to the Company's End Office. All traffic is routed to and from Company's End Office via the Customer's tandem provider, which may be the Company. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access services as described and priced herein.
  - B. Dedicated Access: The Company will provide dedicated transport facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Dedicated Access. Transport charges for Dedicated Access are provided on an Individual Case Basis as Special Service Arrangements.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.14 Manner of Provision (Cont'd)

3.14.4 (Cont'd)

C. The rate categories applicable to Switched Access service are as set forth below:

1. Switched Access Originating or Terminating - Switched Access provides the Customer with a communications path between a Customer's premises and an End User where a Call is originated from the End User or terminated from another party. The Company provides originating and terminating switched access service based on aggregate traffic volumes from the following cost categories: (T)
  - (a) Common Line Originating - Common Line service entails charges related to the use of Loops connecting End Users to a Company Switch. (T)  
|  
(T)
  - (b) Local Switching – Originating or Terminating –Local Switching service entails charges related to the provision of Switching by the Company at an End Office, the terminations in the End Office of End User Connections to the PSTN, the termination of calls at Company Intercept Operators or recording, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the End Office and the STP. (T)  
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(T)
  - (c) Common Trunk Port - Originating or Terminating – The Common Trunk Port service provides for termination of trunk facilities at a Company End Office switch that are configured to be used by more than one Customer. The charge applies per MOU per trunk termination. (T)  
|  
|  
|  
(T)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.14 Manner of Provision (Cont'd)

3.14.4 (Cont'd)

C. (Cont'd)

1 (Cont'd.)

- (d) Tandem Switching – Originating or Terminating – A per access minute of use rate applies for the switching functions provided when the call passes between two other carriers.
- (e) Transport Mileage – Originating or Terminating – The Transport Mileage rate is applied per access minute per airline mile. Transport Mileage is calculated on the basis of the industry-standard V&H coordinates of the locations between which such mileage is being assessed. The Company location for these purposes will be determined based on the V&H coordinates associated with the NPA-NXX code of the PSTN telephone number associated with the service of the End User that receives its Connection to the PSTN from the Company. (T)
- (f) Transport Termination – Terminating – The Tandem Termination rate applies per access minute for each termination.
- (g) Direct-Trunked Transport – Charges for Direct-Trunked Transport are flat rated and include both distance-sensitive (Direct-Trunked Transport Facility) and non-distance sensitive (Direct-Trunked Transport Termination) monthly recurring charges. (N)
- (h) Transport Interconnection – Originating and Terminating - The Transport Interconnection charge is assessed on all Customers for interconnecting with the Company's switched access facilities. The rate is applied per access minute. (N)

Certain material previously found on this page is now located on Page 70.1.



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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.14 Manner of Provision (Cont'd)

3.14.4 (Cont'd)

C. (Cont'd)

2. Toll-Free Database Query - The Toll-Free Database Query charge applies to each Toll-Free 8XX Call originated by an End User. The Company will perform Customer identification based on screening the ten (10) digits of the 8XX number to determine the location to which the Call is routed. (M)
3. Information Surcharge – Information Surcharge rates are assessed to a customer based on the total number of access minutes.
4. Multiplexing – Multiplexing provides the capability of channelizing Switched Transport facilities to individual services that require a lower capacity or bandwidth. (M)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.15 Obligations of the Customer

3.15.1 With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure that 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 minimal delay encountered within the Company network. The Company maintains 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 a failure or overload of the Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.15 Obligations of the Customer (Cont'd)

3.15.1 (Cont'd.)

C. Other Obligations, (Cont'd.)

The Customer has certain specific additional obligations pertaining to the use Switched Access Service. These obligations are as follows:

1. Report Requirements. Customer are responsible for providing the following reports to the Company when applicable:

(a) Jurisdictional Reports: When a customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in this tariff. Charges will be apportioned in accordance with those reports.

(b) Code Screening Reports: When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office of access tandem switch, for each of the arrangements ordered. The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service Traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure service levels.

(c) On and Off-Hook Supervision: The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

(d) Percent VoIP Usage Factor – The Customer is responsible for providing the PVU-A factor, as specified in Section 3.7.3. (N)  
(N)

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.16 Rate Regulations

3.16.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.16.2 Types of Charges

- A. Nonrecurring charges are one time charges that apply for a specific work activity (e.g. installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service arrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.16. Rate Regulations (Cont'd)

3.16.3 Measurement of Access Minutes

- A. When recording originating calls over FG Access with multi-frequency addressing signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage of FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, which ever is recognized first by the entry switch.
- B. For terminating calls over FG Access with multi-frequency addressing signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access over SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exist message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry receives or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form on an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- E. Mileage, where applicable, will be measured in accordance with standard industry practices.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.17 Additional Customer Service Offerings

3.17.1 Miscellaneous Services

A. Access Order Change

An Access Order Change is a change in the Customer's service requested subsequent to installation.

B. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

C. Reconnection

Reconnection charges occur where access service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Customer will be charged a fee to defray the cost of restoring service to the Customer.

D. Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

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SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)

3.17 Additional Customer Service Offerings (Cont'd)

3.17.1 Miscellaneous Services (Cont'd)

E. Wholesale Services Service Order Processing

A Wholesale Service Order charge applies to all providers of telecommunications services that assess a non-recurring charge on the Company for the processing of comparable orders submitted by the Company to initiate service. A Requesting Carrier may submit an LSR during regular business hours of the Company. One LSR must be submitted for each retail End User switching from the Company to the Requesting Carrier. The Company will process an LSR and return a firm order commitment ("FOC") to the requesting carrier within 48 hours of receipt. A Wholesale Service Order Charge shall be assessed for each LSR received, whether accepted as valid or rejected as invalid. LSRs may be rejected for inaccurate, incomplete, or repetitive LSRs. An additional Wholesale Service Order Charge applies when the Requesting Carrier cancels an LSR request. A separate Wholesale Service Order Charge applies when a Requesting Carrier submits an LSR that modifies or supplements the initial LSR.

F. Customer Service Record

A Customer Service Record (CSR) charge applies when a Carrier requests the CSR for an End User served by the Company. A Requesting Carrier may submit a request for a CSR during the regular business hours of the Company. The Company will process the request and provide the CSR to the Requesting Carrier, if available, as soon as is reasonably practicable. A Customer Service Record Charge will be assessed for each Customer Service Record Requested.

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SECTION 4 - RATES AND CHARGES

4.1 Access Service Offerings

4.1.1 Carrier Switched Access Service

A. Carrier Common Line

1. Originating

- Per Minute of Use \$0.0163500

2. Terminating

The Company's terminating rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
|  
(T)

B. End Office Switching

1. Local Switching

a. Originating

-Per Minute of Use \$0.0177000

b. Terminating

The Company's terminating rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
|  
(T)

2. Common Trunk Port

a. Originating

-Per each Common Transport  
Trunk Termination per Minute of Use \$0.0009000

b. Terminating

The Company's terminating rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
|  
(T)



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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Access Service Offerings, (Cont'd.)

4.1.1 Carrier Switched Access Service, (Cont'd.)

C. Dedicated Trunk Port - Originating or Terminating  
- Monthly Rate per Port

- DS0/VG ICB
- DS1 ICB
- DS3 ICB

D. Transport

1. Tandem Switching (Tandem Switched Transport) – Originating

- (a) Transport Termination (per Minute of Use)<sup>1</sup> \$0.0003600
- (b) Transport Mileage (Per Minute of Use per Mile) \$0.0000400
- (c) Access Tandem Switching (per Minute of Use) \$0.0007920
- (d) Common Multiplexing (per Minute of Use) \$0.0003800

2. Tandem Switching (Tandem Switched Transport) – Terminating

The Company's terminating rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
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(T)

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<sup>1</sup> For Transport jointly provided by Customer and Company, one-half of the Transport Termination rate is assessed.

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Access Service Offerings (Cont'd)

4.1.1 Carrier Switched Access Service (Cont'd)

D. Transport (Cont'd)

2. Dedicated Transport

- (a) Entrance Facilities (Monthly Recurring) ICB
- (b) Direct-Trunked Transport (Monthly Recurring) ICB
- (c) Flexible Unitary Multiplexing (Monthly Recurring)

The Company's rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
|  
(T)

E. Network Interconnection

- 1. Originating, per minute \$0.0070000
- 2. Terminating

The Company's terminating rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time. (T)  
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(T)

F. Toll-Free 8XX Database Access Service (per query)

The Company's rates mirror the rates set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3. (C)  
(C)

G. Local Number Portability Query Charge

Per Query \$0.0017270

H. Blocking of Access Traffic ICB

SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Access Service Offerings (Cont'd)

4.1.2 Carrier Switched Access Service – VoIP-PSTN Access Traffic

A. Carrier Common Line Originating and Terminating

- Per Minute of Use Note 1

B. End Office Switching

1. Local Switching - Originating or Terminating

- Provided via Company switches, per minute

AT&T Service Areas Note 1

CenturyLink Service Areas Note 1

Frontier Communications Service Areas Note 1

Hancock Service Areas Note 1

2. Common Trunk Port - Originating or Terminating

- Per each Common Transport

AT&T Service Areas Note 1

CenturyLink Service Areas Note 1

Frontier Communications Service Areas Note 1

Hancock Service Areas Note 1

3. Information Surcharge - Originating or Terminating

- Per 100 Minutes of Use

Hancock Service Areas Note 1

C. Dedicated Trunk Port - Originating or Terminating

- Monthly Rate per Port

• DS0/VG ICB

• DS1 ICB

• DS3 ICB

Note 1 Rates are billed at interstate rates as set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time.

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(T)

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SECTION 4 – RATES AND CHARGES (CONT'D)

4.1 Access Service Offerings (Cont'd)

4.1.2 Carrier Switched Access Service – VoIP-PSTN Access Traffic (Cont'd)

D. Transport

1. Tandem Switching (Tandem Switched Transport) –  
Originating/Terminating

(a) Transport Termination (per Minute of Use) <sup>1</sup>

AT&T Service Areas	Note 1
CenturyLink Service Areas	Note 1
Frontier Communications Service Areas	Note 1
Hancock Service Areas	Note 1

(b) Transport Mileage (Per Minute of Use per Mile)

AT&T Service Areas	Note 1
CenturyLink Service Areas	Note 1
Frontier Communications Service Areas	Note 1
Hancock Service Areas	Note 1

(c) Access Tandem Switching (per Minute of Use)

AT&T Service Areas	Note 1
CenturyLink Service Areas	Note 1
Frontier Communications Service Areas	Note 1
Hancock Service Areas	Note 1

(d) Common Multiplexing (per Minute of Use)

AT&T Service Areas	Note 1
CenturyLink Service Areas	Note 1
Frontier Communications Service Areas	Note 1
Hancock Service Areas	Note 1

Note 1 Rates are billed at interstate rates as set forth in the Company's interstate access tariff, Charter Communications Operating, LLC FCC Tariff No. 3, as amended from time to time (T)  
(T)

SECTION 4 – RATES AND CHARGES (CONT'D)

4.2 Non-Recurring Charges

4.2.1	Access Service Request ("ASR" or "Service Order")	Per Order	\$ 100.00	
4.2.2	Administrative Charge	Per Order	\$ 1.00	
4.2.3	Installation	Per Trunk	\$ 1.00	
4.2.4	Access Order Change	Per change:	\$ 25.00	
4.2.5	Reconnection	Per reconnection:	\$ 25.00	
4.2.6	Bad Check Charge	Per returned check:	\$ 30.00	
4.2.7	Entrance Facility	Per Trunk	ICB	
4.2.8	Wholesale Service Order Charge	Per Electronic LSR received	\$ 3.50	(T) (T)
4.2.9	Wholesale Service Order Charge	Per Manual LSR received	\$ 15.00	(T) (T)(I)
4.2.10	Customer Service Record Charge	Per CSR Ordered:	\$ 15.00	(T)(I)

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

5.1 Local And EAS Traffic Exchange And Termination

This section establishes the methodology for the exchange and termination of local and EAS traffic for carriers that do not have an interconnection agreement with the Company.

Local and EAS traffic exchange will be conducted under a Bill and Keep arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations. This provision does not apply to access traffic, transit traffic, or wireless traffic.

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(T)

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

5.2 Billing Name and Address

5.2.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interexchange telecommunications services.

5.2.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the End User's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - 1. Billing its customers for using Customer's telecommunications services.
  - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

5.2 Billing Name and Address (Continued)

5.2.2 (Continued)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of non-published/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

[Reserved for Future Use]



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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

5.2 Billing Name and Address (Continued)

5.2.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.2.4 following.

5.2.4 Rates and Charges

	<u>BNA Request</u>
Billing Name and Address for ANI	
- Per Order	\$50.94
- Per Record	\$ 0.33

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D)

5.3 IntraLATA PIC Change Charge

Nonrecurring Charge per Change: \$5.00

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## SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION

### 6.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this price list. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

### 6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this price list, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such features, facilities or services. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

6.2.2 Rates for special service arrangements will be based on the estimated cost for furnishing the service. Estimated costs will be determined in accordance with Section 6.4.1 (Special Construction) of this price list.

6.2.3 Special service arrangement rates are subject to revision depending on changing costs.

6.2.4 If and when a special service arrangement becomes a price listed offering, the price listed rate or rates will apply from the date of tariff approval.

### 6.3 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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 or night hours, additional charges may apply.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D)

6.4 Special Construction Charges

6.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - (d) in a quantity greater than that which the Company would normally construct;
  - (e) on an expedited basis;
  - (f) on a temporary basis until permanent facilities are available;
  - (g) involving abnormal costs;
  - (h) in advance of its normal construction; or
  - (i) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D)

6.4 Special Construction Charges (Continued)

6.4.2 Basis for Cost Computation

- A. Costs for special construction may include one or more of the following items to the extent they are applicable:
- (a) cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
    - 1) installation of equipment and materials provided or used,
    - 2) engineering, labor and supervision during construction,
    - 3) transportation of materials, and
    - 4) rights of way required for transmission facilities;
  - (b) cost of operation, maintenance, and administration of equipment and facilities;
  - (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - (d) general administrative expenses, including taxes on the basis of average charges for these items;
  - (e) license preparation, processing and related fees;
  - (f) tariff preparation, processing and other related regulatory fees;
  - (g) any other item of expense associated with the particular special service arrangement; and
  - (h) an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D)

6.4 Special Construction Charges (Continued)

6.4.3 Termination Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B. The termination liability period is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 6.4.2.
- D. The applicable termination liability will be calculated based on the following:
  - (a) Multiplying the sum of the amounts determined as set forth in Section 6.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
  - (b) The amount determined in 6.4.3.D(a) preceding shall be adjusted to reflect the predetermined estimate of net salvage, if any, including any reuse of the facilities provided.
  - (c) The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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