

COMMUNICATIONS TARIFF APPLICATION

DATE PSC RECEIVED: 1/12/2024 12:32:31 PM

AUTHORITY NUMBER:
T20240002

OFFICIAL FILING DATE:

PROCESSED BY: OPR JEFF BATES

COMPANY CODE: TX590

COMPANY NAME: Intrado Communications, LLC

A. SYNOPSIS

- 1. ANTICIPATED EFFECTIVE DATE:
- 2. IF DIFFERENT, COMPANY REQUESTED EFFECTIVE DATE:
- 3. DESCRIPTION OF THE FILING:

This filing is a duplicate of the filing submitted in T20240001 which became effective January 9, 2024. The price lists included in this filing, made in conjunction with the approval of the Company's name change from Intrado Communications, LLC in Docket No. 20230126-TX, replace in their entirety the Company price lists currently on file with the Commission. No changes have been made to the price lists except to reflect the new Company name and to sequentially number the pages and correct section numbering as necessary.

B. ACTION TO BE TAKEN WITH THIS FILING

- 1. TO BECOME EFFECTIVE N/A (A1 or A2)
- 2. PLACE ON COMMISSION AGENDA FOR DATE:
- 3. RECOMMENDATION DUE DATE:
- 4. DOCKET NO:
- 5. ORDER NO:

SUBJECT:

C. FINAL ACTION

- 1.EFFECTIVE DATE: _____ PROTESTED? YES OR NO (CIRCLE ONE)
- 2. REVISION REPLACEMENTS? REQUESTED: _____ RECEIVED: _____
- 3. REVISION DISCREPANCIES:

4. COMMENTS: This filing is a duplicate of the filing submitted in T20240001 which became effective January 9, 2024. This filing was withdrawn and subsequently closed with no action.

- 5. REVISIED PAGES VERIFIED AGANIST E-TARIFF: _____
- 6. E-TARIFF UPDATED: _____

Jeff Bates

From: Kristina Beck <kbeck@inteserra.com>
Sent: Thursday, January 18, 2024 9:56 AM
To: Jeff Bates
Subject: RE: TX590

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Morning Jeff!

Whoops! Yes, this is a duplicate.

Please withdraw the filing.

Thanks again!

Kristina

My direct phone number has changed to 470-672-3911



Kristina Beck | Senior Associate Consultant
E: kbeck@inteserra.com | www.inteserra.com

CONFIDENTIALITY NOTICE: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender

From: Jeff Bates <JBates@PSC.STATE.FL.US>
Sent: Thursday, January 18, 2024 7:07 AM
To: Kristina Beck <flfilings@inteserra.com>
Subject: RE: TX590

Good morning, Kristina.

This is just a short note to let you know this filing wasn't necessary since I reviewed and processed the earlier version of the filing submitted through the E-filing system. I apologize I didn't make it clear that I'd done so.

If this is an exact duplicate of the earlier filing, you can request to withdraw this filing. You can do so by replying to this e-mail and letting me know and I'll take it from there.

If I can be of additional service, please don't hesitate to ask.

Jeff Bates
Research Associate
Office of Industry Development & Market Analysis
Florida Public Service Commission

V - (850) 413-6538

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

From: Kristina Beck <ffilings@inteserra.com>
Sent: Friday, January 12, 2024 12:32 PM
To: Telephone Tariffs <Telephone.Tariffs@PSC.STATE.FL.US>
Subject: TX590

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Cayce Hinton, Director, Regulatory Analysis
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Hypercube Networks, LLC
Florida Price List No. 7 (Local) and Florida Price List No. 8 (Access)
Docket No. 20230126-TX – Company Name Change

Dear Mr. Hinton:

Please find the above referenced replacement price lists submitted on behalf of Hypercube Networks, LLC (“Company”). The price lists included in this filing, made in conjunction with the approval of the Company’s name change from Intrado Communications, LLC in Docket No. 20230126-TX, replace in their entirety the Company price lists currently on file with the Commission. No changes have been made to the price lists except to reflect the new Company name and to sequentially number the pages and correct section numbering as necessary.

Any questions you may have regarding this filing should be directed to my attention at 470-672-3926 or via email to Sthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant

Jeff Bates

From: Kristina Beck <ffilings@inteserra.com>
Sent: Friday, January 12, 2024 12:32 PM
To: Telephone Tariffs
Subject: TX590
Attachments: HypercubeLocalAccessReplacementPLs.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Cayce Hinton, Director, Regulatory Analysis
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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Any questions you may have regarding this filing should be directed to my attention at 470-672-3926 or via email to Sthomas@inteserra.com. Thank you for your assistance in this matter.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant

LOCAL EXCHANGE SERVICES

This price list Hypercube Networks, LLC Florida Price List No. 7 replaces Hypercube Networks, LLC Florida price list No. 5 currently on file with the Commission in its entirety.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Hypercube Networks, LLC, hereinafter referred to as the Company, with principal offices at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

WITHDRAWN

LOCAL EXCHANGE SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
11	Original	*	37	Original	*	62	Original	*
12	Original	*	38	Original	*	63	Original	*
13	Original	*	39	Original	*	64	Original	*
14	Original	*	40	Original	*	65	Original	*
15	Original	*	41	Original	*	66	Original	*
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

* - indicates those pages included with this filing

LOCAL EXCHANGE SERVICES

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WITHDRAWN

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation or rate structure.
- D - To signify discontinued rate or regulation.
- I - To signify an increased rate.
- M - To signify a move in the location of text.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- S - To signify revised material.
- T - To signify a change in text but no change in rate or regulation.

WITHDRAWN

LOCAL EXCHANGE SERVICES

PRICE LIST FORMAT

- A. Page Numbering - Page numbers appear in the upper light corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the price list. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34. 1.
- B. Page Revision Numbering - Revision numbers also appear in the upper light corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1(a).
 - 2.1.1.A.1(a).1.
 - 2.1.1.A.1(a).1.(i).
 - 2.1.1.A.1(a).1.(i).(1).
- D. Check Sheet - When a price list is filed with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the price list pages with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made. The price list user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list are defined below.

Abbreviated Dialing - Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Automatic Callback Calling - Allows Customers to request an automatic callback upon receiving a busy signal. Caller may signal for call tone and dial a feature code or press a feature button to request automatic callback facilities.

Automatic Number Identification (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

Calling Name Delivery - Allows Customers to view the name and telephone number associated with an incoming call before answering the phone.

Call Back/Camp On - Permits a station line encountering a call-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding -

Call Forwarding Station - Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System - Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote - This optional feature allows a user to activate/deactivate the Call Forwarding -All Calls feature or change the forwarded to telephone number from a remote location.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)Call Forwarding - (Cont'd.)

Call Forwarding Busy - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer - Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited - The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line user. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold - Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup - Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Transfer - Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting - Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The service also provides a hold feature that is activated by a switchhook flash.

Commission - Florida Public Service Commission.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company – Hypercube Networks, LLC, the issuer of this price list.

Conference - Allows Customers to add additional parties to a call.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dial 9 Access - Allows customers to place calls outside their ClearStar Advantage system by dialing an access code (usually 9).

Direct Inward Dial (or "DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel - Distribution equipment used to terminate and administer DSX (1.544 Mbps) circuits.

Dual Tone Multifrequency (or "DTMF") - The pulse type employed by tone dial station sets.

Duplex Service - Service that provides for simultaneous transmission in both directions.

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

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

In Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User - A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps - Kilobits per second, denotes thousands of bits per second.

Last Number Redial - Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion - Restricts others from retrieving a set on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a Customer picks up the phone to place or answer a call.

Mbps - Megabits, denotes millions of bits per second.

Message Waiting Indication - Provides a lighted indicator (used with a telephone set) that informs Customer of a new message to be reviewed.

Multifrequency or ("MF") - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing - Allows Customers to use abbreviated dialing capabilities among multiple locations.

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

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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 that does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling - Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System - Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station - Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-way Calling - Allows a station line user to add a third party to an existing conversation.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution - Automatically distributes incoming calls, in the order of their arrival, to Customer telephone lines that have been idle the longest.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way telecommunication and information transmission between points within the State of Florida.

Customers and users may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate, terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICES

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

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders 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 in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this price list; or
 - or
 - the Customer is using the service in violation of the law.
- F. This price list shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.
- G. AT&T and its affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduct, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

WITHDRAWN

LOCAL EXCHANGE SERVICES

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

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

LOCAL EXCHANGE SERVICES

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

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer- provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.E as a condition precedent to such installations.

WITHDRAWN

LOCAL EXCHANGE SERVICES

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

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced after the expiration of the applicable statute of limitations.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.5 Notification of Service Affecting Activities

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

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain 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.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

DRAFT

LOCAL EXCHANGE SERVICES

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

E. The Customer shall be responsible for the payment of service charges as set forth herein 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.

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

1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer provided equipment.

2.1.7 Non-Routine Installation

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

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.8 Special Construction

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

- A. where facilities are not presently available, and there is no other requirement for the facilities 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 cost;
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this price list will apply.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this price list;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 General, (Cont'd.)**

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the right-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 an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining 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's 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;

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.3.1 General, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises 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;
- G. not creating or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

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

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

2.3.3 Third Party Charges

For the avoidance of doubt and notwithstanding any other provision in this price list or other Customer service agreement or arrangement including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice grade telephonic signals, except as otherwise stated in this price list. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice grade telephonic communication except as specifically stated in this price list.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's 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.

LOCAL EXCHANGE SERVICES

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

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this price list may be connected to Customer- provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communication to services provided under this price list only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer - provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company owned facilities and equipment.

B. If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

WITHDRAWN

LOCAL EXCHANGE SERVICES

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

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (including taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

LOCAL EXCHANGE SERVICES

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

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the higher percentage allowable by the Florida Public Service Commission or a late factor of 1.5% per month.
- F. The Customer will be assessed a charge consistent with applicable state law for each check submitted by the Customer to the Company that a financial institution refused to honor.
- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 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 one (1) month's estimated charges. The advance payment will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.5.4 Deposits

- A. The Company does not require a deposit from the Customer.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental requisition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.5.A or 2.5.5.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 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 by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost 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 special charges described in 2.5.6.A through 2.5.6.C will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowance for Interruptions in Service

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

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

Over 24 Hours and Less Than 72 Hours - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

 LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
- G. interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation For Service Interruption

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

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or rules of the Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this price list. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- 2.8.1 all repair, nonrecurring charges reasonably expended by the Company to establish service to the customer; plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- 2.8.3 all recurring charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- 2.8.4 a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.
- 2.8.5 the difference between a Customer's term rates and the month-to-month rates times the actual length of service.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.10 Notices and Communications**

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following 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.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Operator Services Rules

2.11.1 The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- A. identify itself at the time the end-user accesses its services;
- B. upon request, quote all rates and charges for its services to the end-user accessing its system;
- C. arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - 1. the operator service provider's name and address;
 - 2. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - 3. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - 4. notice concerning any and all amounts to be billed by the operator services provider on behalf of any other location or third party that will appear on the operator service provider's bill for services rendered.

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LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Operator Services Rules, (Cont'd.)

2.11.1 (Cont'd.)

D. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

E. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.2 The company will comply with the following provisions:

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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LOCAL EXCHANGE SERVICES

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA - NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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 LOCAL EXCHANGE SERVICES

SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance, (Cont'd.)

B. The airline distance between any two rate centers is determined as follows:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

3.4 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services (1+ dialing).

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES

4.1 Exchange Access Service

4.1.1 General

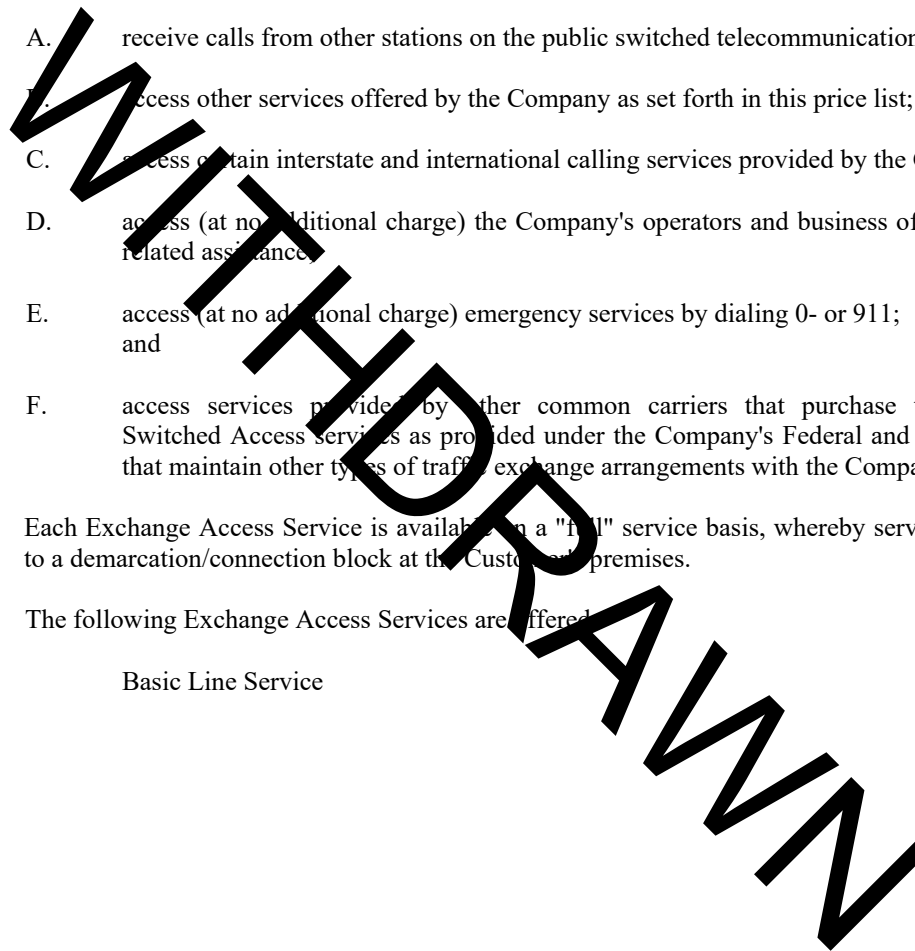
Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this price list;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 911; and
- F. access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service



LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

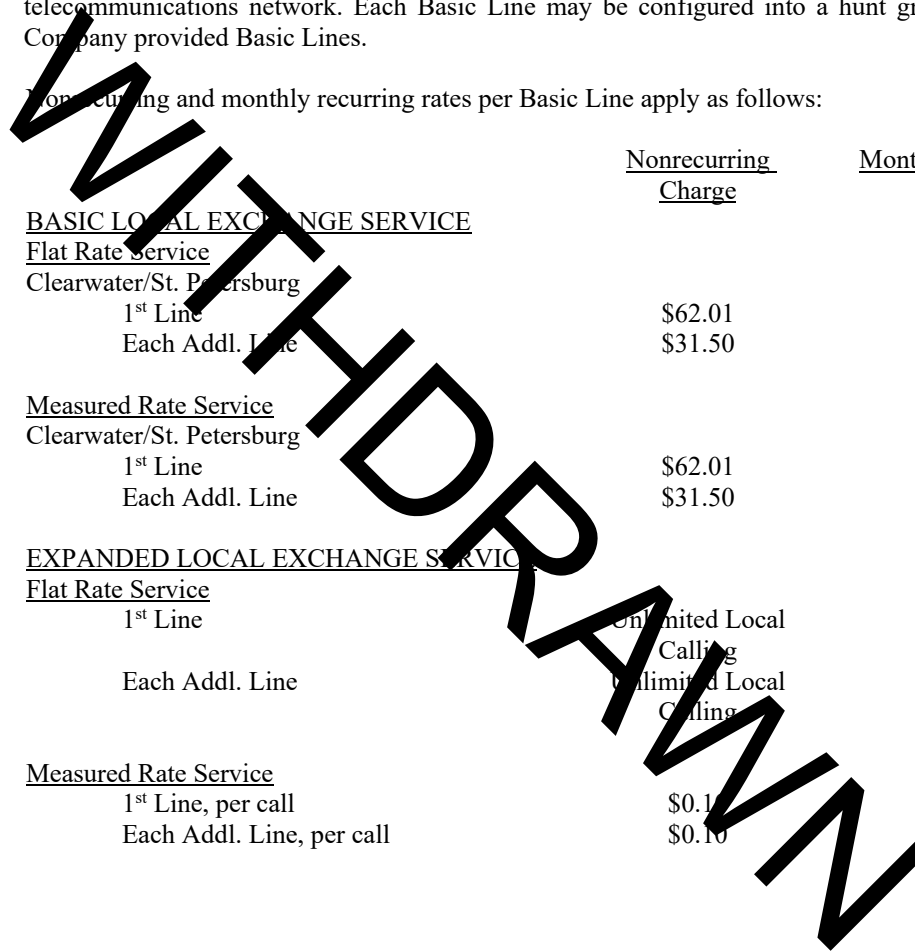
4.1 Exchange Access Service, (Cont'd.)

4.1.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company provided Basic Lines.

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>BASIC LOCAL EXCHANGE SERVICE</u>		
<u>Flat Rate Service</u>		
Clearwater/St. Petersburg		
1 st Line	\$62.01	\$26.91
Each Addl. Line	\$31.50	\$26.91
<u>Measured Rate Service</u>		
Clearwater/St. Petersburg		
1 st Line	\$62.01	\$15.90
Each Addl. Line	\$31.50	\$15.90
<u>EXPANDED LOCAL EXCHANGE SERVICE</u>		
<u>Flat Rate Service</u>		
1 st Line	Unlimited Local Calling	
Each Addl. Line	Unlimited Local Calling	
<u>Measured Rate Service</u>		
1 st Line, per call	\$0.10	
Each Addl. Line, per call	\$0.10	



LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.2 Exchange Access Optional Features

4.2.1 Directory Listings

For each Customer of Company provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Each Additional Listing:	N/A	\$1.25

WITHDRAWN

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.3 Exchange Access Optional Features

4.3.1 Main Number Retention

A. Description

Main Number Retention is an optional feature by which a new Customer, who was formally a Customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and nonrecurring charges apply per retained number. Rates for retained numbers may vary from area to area.

B. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
per retained number	RESERVED FOR FUTURE USE	
per retained vanity number	RESERVED FOR FUTURE USE	

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.4 Resold Local Exchange Service

4.4.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

4.4.2 Rates

The following maximum rates apply for Resold Local Exchange Services:

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Resold Basic Lines</u>		
<u>Flat Rate Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addl. Line	RESERVED FOR FUTURE USE	
<u>Measured Service</u>		
1 st Line	RESERVED FOR FUTURE USE	
Each Addl. Line	RESERVED FOR FUTURE USE	
<u>Resold Basic Trunks²</u>		
<u>Flat Rate Service</u>		
1 st Trunk	RESERVED FOR FUTURE USE	
Each Addl. Trunk	RESERVED FOR FUTURE USE	
<u>Measured Service</u>		
1 st Trunk	RESERVED FOR FUTURE USE	
Each Addl. Trunk	RESERVED FOR FUTURE USE	

WITHDRAWN

² Includes Hunting

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.4 Resold Local Exchange Service, (Cont'd.)

4.4.3 Rates, (Cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
<u>Resold Local Usage</u>		
<u>Flat Rate Calling</u>	Unlimited	
<u>Measured Rate Calling</u>		
<u>Peak</u>	<u>1st Min.</u>	<u>Add. Min.</u>
Intra-wire Center	RESERVED FOR FUTURE USE	
All Other Local Calls	RESERVED FOR FUTURE USE	
<u>Off-Peak</u>		
Intra-wire Center	RESERVED FOR FUTURE USE	
All Other Local Calls	RESERVED FOR FUTURE USE	

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.5 Local Calling Service

4.5.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network³ beating the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

A. Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area .4 All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

B. Expanded Local Exchange Service - This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 4.5.2.A following. All calls to the Expanded Local Calling Area will be charged a per call setup and per minute access charge. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates.

³ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company's centralized switching facility.

⁴ As specified in BellSouth's tariff in effect and as amended from time-to-time.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.5 Local Calling Service, (Cont'd.)

4.5.1 Description (Cont'd)

B. Expanded Local Exchange Service, (Cont'd.)

1. Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To</u> <u>(but not including)</u>	<u>Days Applicable</u>
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.
Night/Weekend	All other days, times, and holidays.		

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.5 Local Calling Service, (Cont'd.)

4.5.2 Rates

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 4.8.1 apply in addition to the charges listed below.

- A. Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Monthly Message Allowance

Type of Service	Basic Calling Area	Extended Calling Area
Basic Local Exchange Service	TBD	TBD ⁵
Expanded Local Exchange Service	TBD	TBD

*Additional message charge for each message over monthly allowance. RESERVED FOR FUTURE USE

- B. Expanded Calling Area. The following usage charges apply to points in the Customer's Expanded Calling Area:

MILEAGE	SETUP	PER CALL	PEAK	OFF-PEAK

RESERVED FOR FUTURE USE

⁵ Customers of Basic Local Exchange Service are billed intra-LATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.6 IntraLATA Calling Service

4.6.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network hearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

4.6.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>	<u>Discount Applicable</u>
Day	8:00 A.M.	12:00 P.M.	Mon. - Fri.	0%
	1:00 P.M.	5:00 P.M.	Mon. - Fri.	0%
Evening	5:00 P.M.	11:00 P.M.	Mon. - Fri.	25%
Night/Weekend		All other times		50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

⁶ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company's centralized switching facility.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.6 IntraLATA Calling Service, (Cont'd.)

4.6.3 Rates

<u>Mileage</u>	<u>First Minute</u>	<u>Additional Minute</u>
0 - 8	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
9 - 12	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
13 - 16	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
17 - 21	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
22 - 26	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
27 - 31	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
32 - 40	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
42 - 48	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
57 - 71	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
72 - 87	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
88 - 127	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE
128+	RESERVED FOR FUTURE USE	RESERVED FOR FUTURE USE

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services

4.7.1 Operator Services

A. Description

Operator Handled Calling Services are provided to Customers and Users of Company provided Exchange Access Services, and to Customers and Users of exchange access lines.

B. Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.1 Operator Services, (Cont'd.)

C. Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. In no event will the maximum rate for Operator Assisted calls exceed the maximum BellSouth rate on file for such services.

In addition to the usage charges identified above, the following operator assisted charges will apply:

<u>Per Call Charges</u>	<u>IntraLATA</u>	<u>InterLATA</u>
Person-to-Person (Operator Assisted)	\$3.25	\$3.25
Station-to-Station (Operator Assisted)	\$1.75	\$1.75
Operator Dialed Charge (applies in addition to other operator charges)	N/A	N/A
Billed to Nonproprietary Calling Card (additional surcharge)	\$0.75	\$0.75
Directory Assistance	\$0.40	\$0.40
Directory Assistance Call Completion	\$0.45	\$0.45

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.2 Busy Line Verify and Line Interrupt Service

A. Description

Upon request of a calling party the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

B. Regulations

1. A charge will apply when:
 - (a) The operator verifies that the line is busy with a call in progress.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

B. Regulations (Cont'd.)

2. No charge will apply:

- (a) When the calling party advises that the call is to or from an official public emergency agency.
- (b) Under conditions other than those specified in 4.7.2.A preceding.

3. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

4. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

C. Rates

Busy Line Verify Service (each request)	\$1.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.50

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.3 Service implementation

A. Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

B. Rates

per service order

Nonrecurring
Charge
\$68.90

4.7.4 Restoration of Service

A. Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

B. Rates

per occasion

Nonrecurring
Charge
\$68.90

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.5 Charges for Connecting or Changing Service

	<u>Resold</u> <u>Nonrecurring</u> <u>Charge</u>	<u>On-Net</u> <u>Nonrecurring</u> <u>Charge</u>
<u>Line Connection Charge</u>		
Applies per exchange access line or trunk,		
First Line	\$68.90	\$62.01
Additional Line (each)	\$68.90	\$31.50
<u>Line Change Charge</u>		
Applies per exchange access line or trunk		
First Line	\$35.00	\$12.60
Additional Line (each)	\$35.00	\$12.60
<u>Secondary Service Charge</u>		
Applies per Customer Request		
Each	\$18.00	
<u>Premises Work Charge</u>		
First 15 minute increment or fraction thereof,	\$35.00	
Per increment		
Each Additional 15 minute increment or fraction thereof, Per increment	\$35.00	

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.6 Custom Calling Service

A. Resold Rates

Business/Business PBX Individual Features:

	<u>Monthly Recurring Charge</u>
Call Waiting	\$5.80
Call Forwarding Variable	\$4.00
Three-way Calling	\$4.00
Speed Calling (8-code)	\$3.00
Speed Calling (30-code)	\$3.00
Call Forwarding Busy Line	\$3.25
Call Forwarding Don't Answer	\$3.25
Call Forwarding Don't Answer - Ring Control	\$3.25
Customer Control of Call Forwarding Busy Line	\$6.25
Customer Control of Call Forwarding Don't Answer	\$6.25
Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath	\$3.00
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath	\$3.00
Call Forwarding Variable Multipath or Remote Access Call Forwarding Variable Multipath	\$3.00
Remote Access - Call Forwarding Variable Multipath	\$9.00

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LOCAL EXCHANGE SERVICES

SECTION 4 - DESCRIPTION OF SERVICES, (CONT'D.)

4.7 Miscellaneous Services, (Cont'd.)

4.7.6 Custom Calling Service, (Cont'd.)

A. Resold Rates, (Cont'd.)

<u>Business/Business PBX Individual Features:</u>	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Call Return (per line)		\$4.50
Call Return (per use)	\$0.75	
Repeat Dialing (per line)		\$4.50
Repeat Dialing (per use)	\$0.75	
Call Select (per line)		\$4.50
Preferred Call Forwarding (per line)		\$5.00
Call Block (per line)		\$4.50
Call Transfer (per line)	\$5.00	
Per Successful Trace (non-subscription)	\$3.50	
Caller ID (per line)		
Caller ID - Basic (with ACR) Per Line		\$7.50
Caller ID - Basic (without ACR) Per Line		\$7.50
for Multiline Hunt Group arrangements		
Caller ID - Deluxe (with ACR) Per Line		\$9.99
Caller ID - Deluxe (without ACR) Per Line		\$9.99
for Multiline Hunt Group arrangements		
Calling Number Delivery Blocking Per Line		N/A
Calling Number Delivery Blocking Per Call (Per activation)		N/A
Enhanced Caller ID (with ACR) Per Line		\$15.99
Enhanced Caller ID (with Call Management) Per Line		\$16.95
Enhanced Caller ID (with ACR & Call Management) Per Line		\$16.95

LOCAL EXCHANGE SERVICES

SECTION 5 - SERVICE AREAS

5.1 Exchange Access Service Areas

Exchange services are provided in all Exchange Access Service Areas (EASA) throughout the entire state of Florida.

5.2 Calling Areas

Geographically defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1. Company's local calling zone will mirror BellSouth's calling zones.

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LOCAL EXCHANGE SERVICES

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs or price lists, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

6.1.2 Termination Liability

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

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:

WITHDRAWN

LOCAL EXCHANGE SERVICES

SECTION 6 - SPECIAL ARRANGEMENTS, (CONT'D.)

6.1 Special Construction, (Cont'd.)

6.1.2 Termination Liability, (Cont'd.)

B. (Cont'd.)

1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) right-of-way;
2. license preparation, processing, and related fees;
3. price list preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

6.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB rates are subject to Commission approval.

6.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All promotions are subject to Commission approval.

ACCESS SERVICES

This price list Hypercube Networks, LLC Florida Price List No. 8 replaces Intrado Communications, LLC Florida Price List No. 6 currently on file with the Commission in its entirety.

REGULATION AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES

FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN

THE STATE OF FLORIDA

This price list contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Hypercube Networks, LLC within the State of Florida. This price list is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146.

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ACCESS SERVICES

CHECK SHEET

Pages of this price list, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*			
10	Original	*	35	Original	*			
11	Original	*	36	Original	*			
12	Original	*	37	Original	*			
13	Original	*	38	Original	*			
14	Original	*	39	Original	*			
15	Original	*	40	Original	*			
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates pages included with this filing

ACCESS SERVICES

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WITHDRAWN

ACCESS SERVICES

SYMBOLS

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

- C - To signify changed regulation or rate structure.
- D - To signify discontinued rate or regulation.
- I - To signify an increased rate.
- M - To signify a move in the location of text.
- N - To signify a new rate or regulation.
- R - To signify a reduced rate.
- S - To signify reissued material.
- T - To signify a change in text but no change in rate or regulation.

WITHDRAWN

ACCESS SERVICES

PRICE LIST FORMAT

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

ACCESS SERVICES

SECTION 1 - DEFINITIONS

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

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

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

Access Service Request (ASR) - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

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

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

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier.

CMRS - Commercial Mobile Radio Service.

Co-Carrier - Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission - The Florida Public Service Commission.

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

Company - Hypercube Networks, LLC, issuer of this price list.

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

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

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

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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

Entrance Facility - A trunk facility connecting the Customer's point of presence with the local switching center.

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

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

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

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

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

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

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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

Meet Point - A point of interconnection that is not an end office to them.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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

Mutual Traffic Exchange - A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

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

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

Off-Hook - The active condition of switched access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS) - Optional service found in large urban areas financed by separate charge on end users that elect service as defined in a price list approved by the Commission.

On-Hook - The idle condition of switched access or a telephone exchange service line.

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

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

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

Presubscription - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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

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

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

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

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

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

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

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

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

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

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

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

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

ACCESS SERVICES

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

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

2.1.3 Terms and Conditions (Cont'd.)

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

WITHDRAWN

ACCESS SERVICES

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

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

2.1.4 Liability of the Company

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

ACCESS SERVICES

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

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

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

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended, and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others, all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications, patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier, or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.

ACCESS SERVICES

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

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

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

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which result from the operation of Customer-provided systems, equipment facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

ACCESS SERVICES

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

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

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

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

ACCESS SERVICES

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

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

2.1.5 Notification of Service-Affecting Activities

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

WITHDRAWN

ACCESS SERVICES

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

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

2.1.6 Provisions of Equipment and Facilities

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

ACCESS SERVICES

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

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

2.1.6 Provisions of Equipment and Facilities, (Cont'd.)

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

ACCESS SERVICES

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

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

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

ACCESS SERVICES

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

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

2.1.8 Special Construction, (Cont'd.)

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

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

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

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

ACCESS SERVICES

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- W/INTERRUPT
- A. the payment of all applicable charges pursuant to this price list. For the avoidance of doubt and notwithstanding any other provision in this price list or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges;
 - B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
 - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
 - D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate compliance with this subsection prior to accepting an order for service;
- W/INTERRUPT

ACCESS SERVICES

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

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

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

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining 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;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible obtaining under Section 2.31.D above, and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company, and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities

WIP-DRAWN

ACCESS SERVICES

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

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

2.3.2 Claims

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

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

WITHDRAWN

ACCESS SERVICES

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

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

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

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

- B. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.E below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. **800 Originating Access:** 800 Originating Access is for 800 traffic that is switched by the Company's switches and originated by an End User or an Exchange Carrier.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- D. Except where the 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, as set forth below.

ACCESS SERVICES

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

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

- E. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3.A and 2.3.3.B above.
- F. Jurisdictional Reports Verification for Switched Access service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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

ACCESS SERVICES

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

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

2.3.3 Jurisdictional Reporting, (Cont'd.)

- G. For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.
- H. The Company may request detailed information in support of the reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

ACCESS SERVICES

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

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

2.3.4 Jurisdictional Audits

- A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.
- C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported but not to exceed 24 months. Back billed 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 shorter period.
- D. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more the total switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills in reasonable detail submitted to the Company by the auditor.
- E. 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.

ACCESS SERVICES

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

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

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

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

B. Methodology Options

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

1. Option 1 – Self-Reporting: Self-Report Percent VoIP Usage pursuant to Section 2.3.5.E, following; or
2. Option 2 – Call Signaling: Properly populate the Originating Line Indicator (“OLI”) field of the call signaling stream to reflect that the call originated as a VoIP call, which shall be through the use of the digit code 40 or other digit pair mutually agreed upon in writing by Customer and Company’s Chief Technical Officer; or
3. Option 3 – Trunk Group Segregation: Properly segregate the calls that originate as VoIP calls and exchange such calls through a trunk group established solely for the completion of VoIP-originated calls.

ACCESS SERVICES

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

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

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

C. Initial Methodology

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

If the Customer has not selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in Section E, following of this price list, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection 2, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

ACCESS SERVICES

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

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

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

D. Rating of Toll VoIP-PSTN Traffic

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

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

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

1. Except as otherwise noted in Section 2.3.5.E.3 below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total terminating intrastate access MOU that the Customer exchanges with the Company in the State, that is sent to the Company and that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (a) sent to the Company that originated in IP format, (b) is received from the Company and terminated in IP format, or (c) indicated via the JIP parameter (RFC-5503). This PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.
2. Except as otherwise noted in Section 2.3.5.E.4 below, the Company will, likewise calculate a factor (the "PVU-B") representing the whole number percentage of the Company's total terminating intrastate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on intrastate access MOU in the State that 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 the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

ACCESS SERVICES

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

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

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

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

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the whole number percentage of total terminating access MOU that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective 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).

Note: PVU factors will not be provided or collected by the Company for the traffic period from July 1, 2013 through June 30, 2014. This represents the period during which the Company's terminating intrastate rate is equal to its terminating interstate rate and PVU is not applied to originating traffic. Traffic on or after July 1, 2014 will be subject to the most recently available PVU factor on file with the Company for application of charges to originating access traffic. PVU updates must be received at least 30 days prior to July 1, 2014 if a new factor will apply.

ACCESS SERVICES

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

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

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

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

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

Example 1:

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

Example 2:

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

Example 3:

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

In the above examples, the Company will apply the PVU to terminating access from July 13, 2012 through July 30, 2014 and to originating as well as terminating access beginning July 1, 2014.

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

ACCESS SERVICES

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

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

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

F. Initial PVU Factor

If the PVU factor cannot be implemented 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, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, the initial PVU will be set as specified above.

G. PVU Factor Updates

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

H. PVU Factor Verification

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

ACCESS SERVICES

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required, however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During each period of temporary discontinuance, credit allowance for service interruptions set forth in Section 2.6 following is not applicable.

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ACCESS SERVICES

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment, (Cont'd.)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

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

ACCESS SERVICES

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

ACCESS SERVICES

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

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

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

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

If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charges in the following order: 1.) the oldest to the most recent late payment charges, 2.) the oldest to the most recent outstanding intrastate charges, and finally to 3.) the oldest to most recent outstanding interstate charges.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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ACCESS SERVICES

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

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

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also credit interest for all such credited amounts. Interest will be paid at rate required by the Commission for Customer deposits.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability. The Company may deliver such notice via electronic mail, facsimile, regular mail or certified mail.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 day prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

ACCESS SERVICES

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if

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

ACCESS SERVICES

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or

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

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or

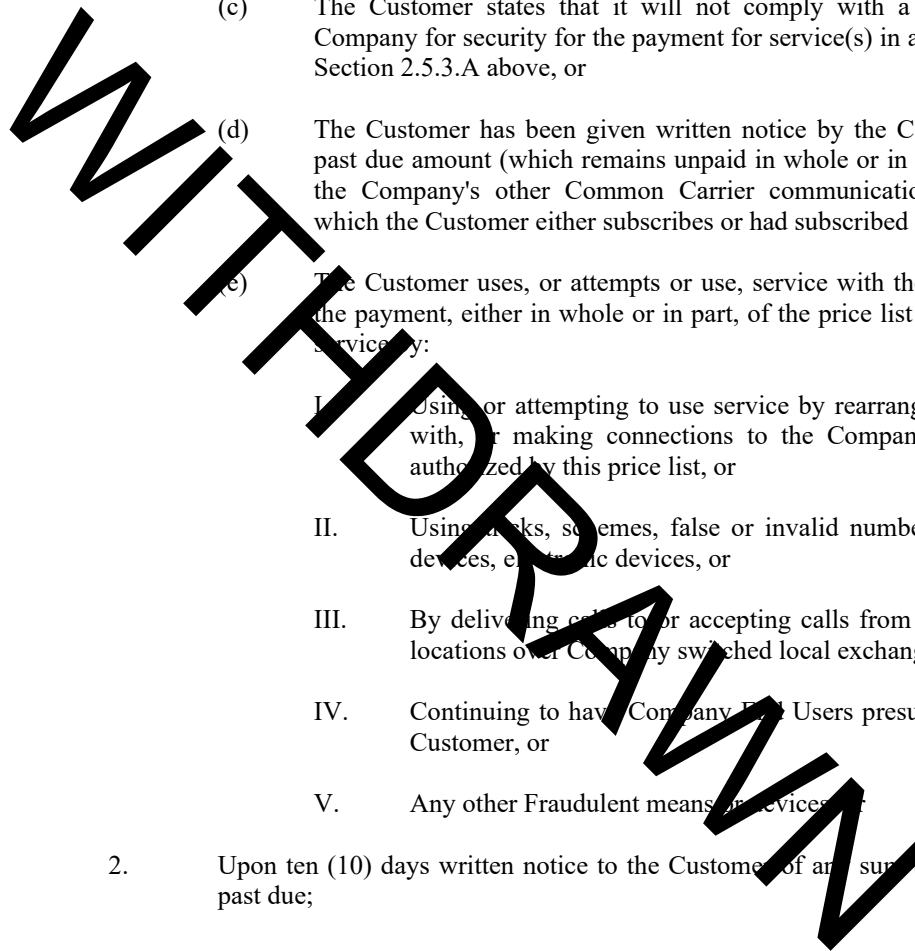
II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or

III. By delivering calls to or accepting calls from the Company's locations over Company switched local exchange services, or

IV. Continuing to have Company End Users presubscribed to the Customer, or

V. Any other Fraudulent means or devices.

2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;



ACCESS SERVICES

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3A above, or

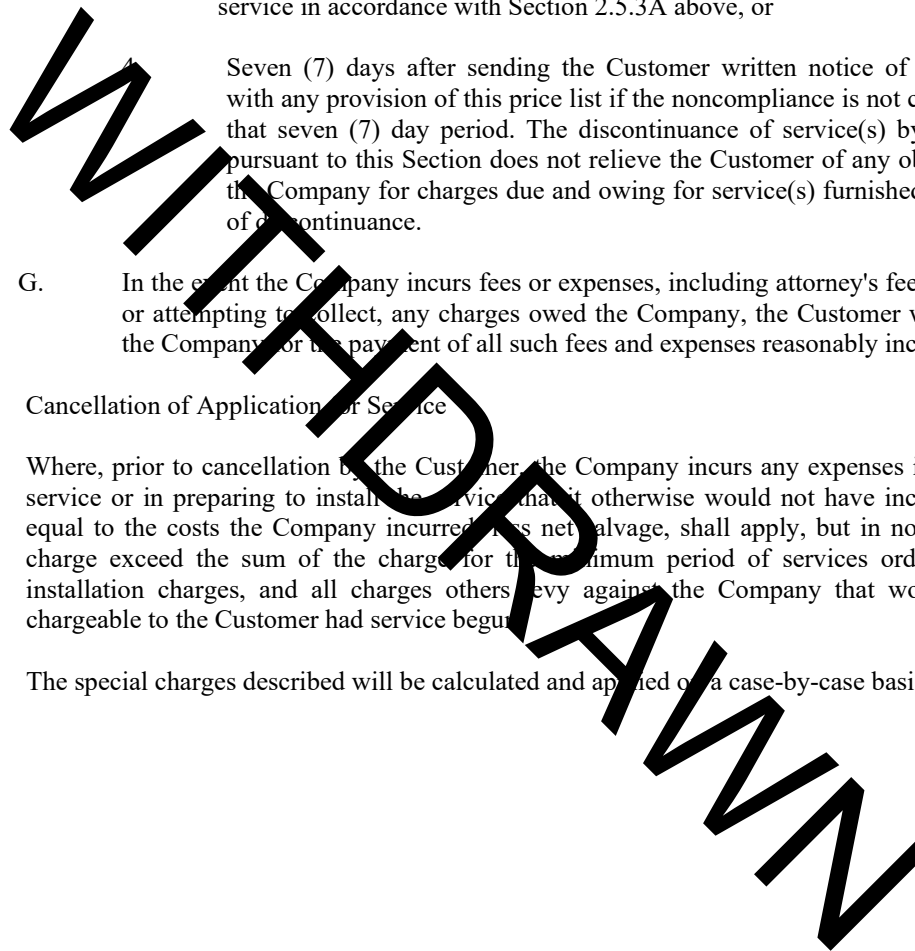
Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation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

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

2.5.4 Cancellation of Application for Service

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

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



ACCESS SERVICES

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

2.6 Allowances for Interruptions in Service

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

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

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

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

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ACCESS SERVICES

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

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

2.6.1 Limitations on Allowances

No credit allowance will be made for

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

ACCESS SERVICES

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

2.7 Transfers and Assignments

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

2.8 Notices and Communications

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

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

2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

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

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

ACCESS SERVICES

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

2.9 Meet Point Billing

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

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

WITHDRAWN

ACCESS SERVICES

SECTION 3 –SWITCHED ACCESS SERVICE

3.1 General

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

Rates and charges are set forth in Section 4. The application of rates for Switched Access Service is described in Section 4.

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Switched Access

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

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

ACCESS SERVICES

SECTION 3 –SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****3.2.2 Manner of Provision**

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

Call Types

The following Switched Access Service call types are available

- a. Originating Switched Access
- b. Originating 8YY Switched Access
- c. Terminating Switched Access

3.2.3 Originating Switched Access

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

Originating Switched Access is assessed for each minute of use.

ACCESS SERVICES

SECTION 3 –SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****3.2.4 Originating 8YY Switched Access**

8YY Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8YY + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access. The 800 series includes the following service access codes: 800, 899, 888, 877, 866, 855, 844, 833 and 822.

Originating Switched Access is assessed for each minute of use.

Originating 8YY Switched Access includes the delivery of 8YY traffic that is initiated by a Wireless Provider's End User and is delivered from a CRMS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone company to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place of origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

3.2.5 Terminating Switched Access

Switched Access, when used in the terminating direction, may only be used to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-0XXX or 950-IXXX access codes, local operator assistance (0-and 0+) Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

Terminating Switched Access is assessed for each minute of use.

ACCESS SERVICES

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

3.3 Reports and Testing

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

WITHDRAWN

ACCESS SERVICES

SECTION 4 –SWITCHED ACCESS RATES

4.1 General

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

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

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

WITHDRAWN

ACCESS SERVICES

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

4.2 Rate Categories

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

- * Blended Carrier Switched Access Originating
- * Blended Carrier Switched Access Terminating
- * 800 Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the Customers designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the Customer's communications.

Switching - (End Office, Tandem or both)

The Switching cost category establishes the charges related to the use of office switching equipment, the terminations in the office of lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the switching office and the STP.

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ACCESS SERVICES

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

4.2 Rate Categories, (Cont'd.)

4.2.2 8YY Data Base Query

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

4.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

WITHDRAWN

ACCESS SERVICES

SECTION 4 –SWITCHED ACCESS RATES, (CONT'D.)**4.3 Billing of Access Minutes**

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

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

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

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

ACCESS SERVICES

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

4.4 Rates and Charges

4.4.1 Blended Carrier Switched Access

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

		Non-8YY	8YY
A.	Originating Switched Access	\$0.025	*
B.	Terminating Switched Access		

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

<https://www.fcc.gov/etfs/public/browseLec.action?lecType=clec&list=50>

WITHDRAWN

* Originating 8YY access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff No. 1, as amended from time to time.

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ACCESS SERVICES

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

4.4 Rates and Charges, (Cont'd.)

4.4.2 8YY Data Base Access Service Queries

	<u>Effective 07/01/2021</u>	<u>Effective 07/01/2022</u>	<u>Effective 07/01/2023</u>
AT&T Areas	\$0.00400000	\$0.00210000	\$0.00020000
Frontier (fka Verizon) Area	\$0.00424800	\$0.00222400	\$0.00020000
Other ILE Areas	\$0.00424800	\$0.00222400	\$0.00020000
Vertical Feature	\$0.0055		

4.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

4.4.4 Application of Access Charges to Toll VoIP-PSTN Traffic

- A. All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in the Company's Federal Access Tariff, FCC No. 1, as amended from time to time.
- B. The Company shall assess and collect switched access rate elements under this price list for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will charge for functions performed by the Company or by its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company, or by its affiliated or unaffiliated provider of VoIP service, as part of transmitting telecommunications between designated points, using in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.
- C. The Company will apply, bill and collect for the functionally equivalent switched access services performed by the VoIP Provider Partner. If the VoIP Provider Partner provides a physical connection to the last-mile facilities used to serve the End User, the End Office Switched Access charges will apply (in addition to applicable Switched Transport charges -- excluding Tandem Switching and Tandem Common Trunk Port). If a VoIP Provider Partner does not provide a physical connection to the last-mile facilities used to serve the End User, the Switched Access Tandem Services charges will apply.

ACCESS SERVICES

SECTION 5 –CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**5.1 Contracts**

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

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

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Presubscription

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

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

- * Indicate a primary IXC for all of its lines,
- * Indicate a different IXC for each of its lines.

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

End Users may designate that they do not want to presubscribe to any IXC. The End User must arrange this designation by directly notifying the Company's business office. This choice will require the End User to dial an access code (001,NXXX) for all interstate calls.

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

	<u>Nonrecurring Charge</u>
Per Telephone Exchange Service line or trunk	\$5.00

WITHDRAWN