

California Public Utilities Commission

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***Report Name Format:**
Carrier U# + Submittal Frequency + Report Name + Year + Reporting Interval + (COV for Cover Sheet or CONF for Confidential or both or neither)

EXAMPLES:
<i>U-xxxx-C Once Compliance with Pub. Util. Code § 708, Employee Identification Cards 201701 COV</i>
<i>U-xxxx-C Quarterly Settlement Report Compliance Report D. xx-xx-xxx COV CONF</i>
<i>U-xxxx-C Once Acceptance of Authority Granted 2017(CPCN, Registration license, WIR) D. xx-xx-xxx COV</i>
<i>U-xxxx-C Once Date of local exchange service offering to public D. xx-xx-xxx 201701 COV</i>

****All submittals should reference a proceeding, a decision or resolution, if applicable. If not applicable, provide a summary of why the document is being submitted.**

1. Decision Number: (starts with D plus 7 numbers eg. D.xx-xx-xxx)
2. Resolution Number: (starts with Res T plus 5 numbers eg. Res T-xxxxx)
3. Proceeding Number: (starts with R, I, C, A, or P plus 7 numbers eg. R.xx-xx-xxx, etc.)
4. Ordering Paragraph (OP): Number from the decision (eg. OP4)
5. All formal appeals (including citation appeals) start with K (eg. K.xx-xx-xxx)

CD Compliance and Report Filings information: <https://www.cpuc.ca.gov/General.aspx?id=1089>

Digital West Networks, Inc. (U-7184-C)
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Schedule Cal. P.U.C. ACCESS
Original Cal. P.U.C. Sheet No. 1

Competitive Local Carrier Access Tariff

DIGITAL WEST NETWORKS, INC.
REGULATIONS, DESCRIPTIONS AND RATES
APPLICABLE TO FURNISHING LOCAL CALL TERMINATION
AND INTRASTATE ACCESS SERVICES
FOR COMPLETION OF INTERCARRIER COMMUNICATIONS
WITHIN THE STATE OF CALIFORNIA
(U-7184-C)

Digital West Networks, Inc. (U-7184-C)
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Schedule Cal. P.U.C. ACCESS
Original Cal. P.U.C. Sheet No. 2

Competitive Local Carrier Access Tariff

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	28	Original	55	Original
2	Original	29	Original	56	Original
3	Original	30	Original	57	Original
4	Original	31	Original	58	Original
5	Original	32	Original	59	Original
6	Original	33	Original	60	Original
7	Original	34	Original	61	Original
8	Original	35	Original	62	Original
9	Original	36	Original		
10	Original	37	Original		
11	Original	38	Original		
12	Original	39	Original		
13	Original	40	Original		
14	Original	41	Original		
15	Original	42	Original		
16	Original	43	Original		
17	Original	44	Original		
18	Original	45	Original		
19	Original	46	Original		
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Competitive Local Carrier Access Tariff

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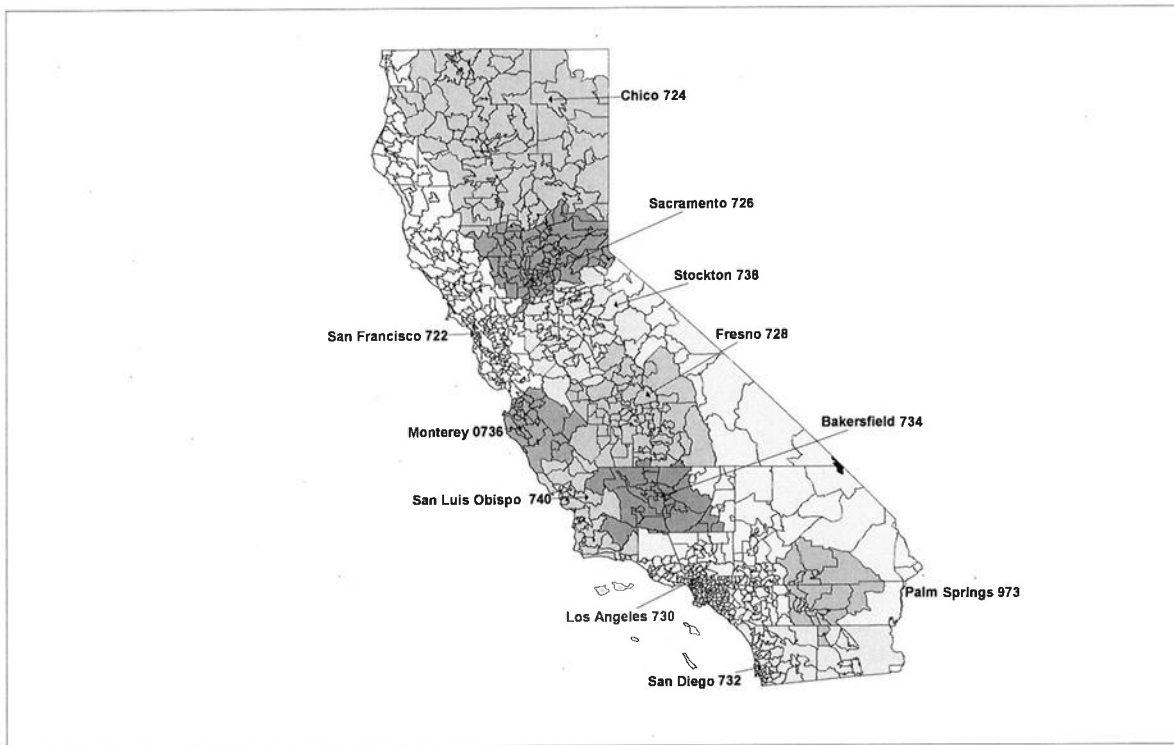
APPLICATION

This tariff applies to intrastate service supplied to Customers for the termination of Local Traffic and the origination, transport, or termination of Interexchange Communications traffic.

This tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of origination, transport, or termination of interexchange communications.

SERVICE AREA MAP

Intrastate service under this tariff will be provided throughout the service territories in which the Company is currently authorized to provide service, as reflected on the map below:



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Schedule Cal. P.U.C. ACCESS
Original Cal. P.U.C. Sheet No. 5

Competitive Local Carrier Access Tariff

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

Competitive Local Carrier Access Tariff

SECTION 1 – DEFINITIONS

Access Services

Services provided by the Company, or jointly by the Company and one or more other public utility communications carriers, that provide Interexchange Service Providers with Exchange Access.

Company

Digital West Networks, Inc.

Customer

With respect to Exchange Access, any Interexchange Service Provider or, with respect to Local Traffic, any Exchange Telephone Company, that knowingly or unknowingly, utilizes, on a prearranged or non-prearranged (casual use) basis, the Company's Network, in whole or in part, to originate, transport, or terminate Interexchange Communications directly or indirectly from or to, or to transport or terminate Local Traffic directly or indirectly to, an End User. Notwithstanding the foregoing, an Exchange Telephone Company that is providing a transiting function for Local Traffic delivered to it by another Exchange Telephone Company shall not be deemed a Customer with respect to such transited traffic.

End Office

The End Office is, in the case of communications originated by the End User, the first point of switching, and, in the case of communications terminated to the End User, the last point of switching.

End User

Any individual, corporation, partnership, association, or other person or entity, including an entity that is affiliated with the Company as well as an unaffiliated entity, that is a subscriber to communications service and not itself a public utility communications carrier, except that such a carrier shall be deemed an End User when using communications service for administrative purposes. In addition, a subscriber to an interconnected or non-interconnected VoIP service shall be deemed an End User with respect to communications that are completed using the public switched telephone network ("PSTN")

Competitive Local Carrier Access Tariff

SECTION 1 – DEFINITIONS, Continued

Exchange

The term “Exchange” means an exchange area established by an incumbent Exchange Telephone Company (commonly referred to as an incumbent local exchange carrier or “ILEC”) in its tariffs filed with the California Public Utilities Commission (“CPUC”).

Exchange Telephone Company

A public utility communications carrier providing service for the transmission of communications between End Users in an Exchange (“Exchange Service”) or for access to End Users in an Exchange for the completion of Interexchange Communications (“Exchange Access”).

Interexchange Communications

Communications between end points located in different Exchange areas, including, without limitation, Toll VoIP, as determined by reference to the Rate Centers associated with the originating and terminating telephone numbers, excluding Local Traffic. Interexchange Communications also includes all toll-free (8XX) traffic, irrespective of the locations of the calling and called parties. For the purposes of this tariff, Interexchange Communications does not include calls, other than 8XX calls, between End Users of commercial mobile radio services and other End Users when, at the time the call begins, the called and calling parties are both in the same major trading area.

Interexchange Service Provider

Any person that provides transmission by any technology or communications protocol of Interexchange Communications or any portion thereof; or (ii) provides prepaid calling card services. Notwithstanding the foregoing, for the purposes of this tariff, an Interexchange Service Provider does not include any such person acting solely in the capacity of a provider of Exchange Access to an affiliated or unaffiliated third-party public utility telephone corporation with respect to such transmissions unless such person is providing such Exchange Access through use or resale of carrier switched Access Service obtained pursuant to tariff or contract from the Company or another Exchange Telephone Company with whom the Company is jointly providing such switched Access Service on a meet-point billed basis (in such case, such person shall be deemed a Customer of, and shall be responsible for paying Company’s charges for, switched Access Services).

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 National Exchange Carrier Association Tariff.

Competitive Local Carrier Access Tariff

SECTION 1 – DEFINITIONS, Continued

Local Service Provider

Any person that provides, for itself or others, transmission by any technology or communications protocol of Local Traffic.

Local Traffic

Local Traffic consists of calls where the terminating end point is within a 12 mile radius of the originating end point, or is within the ZUM Zone 3 or mandatory EAS calling area (as established in the ILEC tariffs filed with the CPUC) of the originating end point, as determined by reference to the rate centers associated with the originating and terminating telephone numbers.

National Exchange Carrier Association Tariff

National Exchange Carrier Association, FCC Tariff No. 4, which is effective and on file with the Federal Communications Commission.

Network

Refers to facilities, equipment, or services that are used by the Company in providing telecommunications services to Customers and other persons or entities, including, without limitation, facilities, equipment, and services for such use that are obtained by the Company on a leased or other wholesale basis from other carriers.

Rate Center

A geographic location identified by a name and vertical and horizontal coordinates designated by an Exchange Telephone Company that is used for the routing or rating of telecommunications.

Service Commencement Date

The Service Commencement Date is the first date on which a service or facility provided by the Company is used by a Customer, except that, in the case of a dedicated direct access service or facility, the Service Commencement Date is first date on which the Company notifies the Customer that the requested service or facility is available for use.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Toll Free or 8XX

A communications service that permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

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Competitive Local Carrier Access Tariff

SECTION 1 – DEFINITIONS, Continued

Toll VoIP

Communications traffic that is originated or terminated, or both, in Internet Protocol to End Users who are located in different Exchange areas, as determined by the locations of the Rate Centers associated with the called and calling parties' respective telephone numbers.

Wire Center

A building in which one or more central offices, used for the provision of Exchange Service or Exchange Access, are located.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Access Services and Local Traffic termination in accordance with the terms and conditions set forth in this tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service established to Customers through dedicated direct access between Customer's facilities and the Company's Network 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 tariff, a month is considered to have 30 days.
- B) A Customer seeking a dedicated direct access service arrangement must enter into a written service contract with the Company setting forth a full and specific description of the arrangement requested, the rates to be charged, and the duration of the services, and incorporating the terms and conditions in this tariff. Such Customers must also execute any other documents as may be reasonably requested by the Company.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

- A) Except in the case of liability arising out of willful misconduct, fraudulent conduct, violations of law, or gross negligence on the part of the Company, the liability of the Company to Customer or any third party for damages, including, without limitation, damages for injury to property and damages for injury or death to persons, arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities were affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect. Further, in no event shall the Company be liable for indirect, special, incidental, reliance, consequential, damages, including, but not limited to, loss of revenue or profits.
- B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer or End Users; or (b) any other person or entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company.
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer, End Users, or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with End User- or Customer-provided facilities or services;

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer or End User obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer or End User, in which event the Company's liability is limited as set forth in this Section 2.1.4;
- 7) Defacement of or damage to Customer or End User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer or end user, or the construction, installation, maintenance, presence, use or removal of the Customer's or End User's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company or is not authorized by the Company;

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D) Continued

- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any non-completion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

E) The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or an End User, or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer, end user or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or service not provided by the Company.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer, an End User, or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer, an End User, or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any service or facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer or an End User, even if the Company has acted as the Customer's agent in arranging for such facilities or services.
- H) Except as otherwise stated in this tariff, any claim of any nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.2 (Reserved)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements

- A) In the cases of facilities and services provided under this tariff that may be used by the Customer to originate, transport, or terminate both intrastate and interstate Interexchange Communications, the Company, where jurisdiction can be determined from the call detail, will bill usage-based charges at the applicable rates for intrastate and interstate traffic based on such call detail. Except as otherwise specifically provided in this tariff, in the cases of such facilities and services for which non-usage-based charges apply, or for which the Company cannot determine jurisdiction from call detail, the Company will assess applicable intrastate and interstate rates based on projected percentage of interstate use ("PIU"), determined as follows. When call detail is adequate to determine the appropriate jurisdiction of originating minutes, projected originating PIU will be developed on a monthly basis by dividing the measured interstate originating minutes (the minutes where the calling number is in one state and the called number is in another state) by the total originating minutes. For terminating minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with a PIU for terminating minutes for each account to which the Customer may terminate traffic. Should the Customer not supply a terminating PIU Factor, PIU for terminating minutes will be deemed the same as the PIU for originating minutes. When a Customer orders direct connect switched access service, the Customer shall supply a projected originating PIU for each End Office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for originating access. This percentage shall be used by the Company as the projected PIU for such call detail. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in Section 2.3.3 B) following.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

A) (cont'd)

For purposes of assessing non-usage-based rates, the Company will apportion the subject facilities and services between jurisdictions based on the weighted average of the originating and terminating PIUs.

If the Customer has no originating traffic or originating call detail is insufficient to determine the originating PIU, and the Customer has not supplied an originating PIU factor as provided herein, the Company will utilize an assumed PIU factor of 50% for billing originating minutes. If the Customer has not provided a terminating PIU, the Company will utilize an assumed PIU factor of 50% for billing terminating minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Company will utilize an assumed PIU factor of 50% for billing such access minutes. If the Customer subsequently provides a PIU factor, the Company will update the Customer's PIU factors, prospectively, within fifteen (15) business days.

- B) The Customer shall use actual call detail as the basis for developing projected PIUs. Except as otherwise specifically provided in this tariff: if sufficient call detail is not available, the Customer shall consider every call terminated to the Company that enters the Customer's Network at a point within the same state as the state where the called station is located to be intrastate and every call originated by the Company that exits the Customer's Network at a point in a state different from the state in which the calling station is located to be interstate; and the Customer shall consider every call terminated to the Company that enters the Customer's Network at a point outside the state where the called station is located to be interstate and every call originated by the Company that exits the Customer's Network at a point in the same state in which the calling station is located to be intrastate.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected PIU. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the PIU for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3 A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3 A) preceding.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

- F) The Customer reported projected PIU as set forth in Section 2.3.3 A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with switched access service until the end of the quarter during which the service was activated. Thereafter, a projected PIU for such apportionment will be developed quarterly by the Company based on the data used to develop the projected PIU as set forth in Section 2.3.3 A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a PIU to be used by the Company for such apportionment.
- G) The Customer shall keep sufficient call detail records from which the PIU can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company's request.
- H) The Customer may provide an additional PIU for dedicated direct access facilities and services subject to the reporting requirements previously listed in this section. The PIU may be provided per individual facility or at the billing account level. Should the Customer not provide a PIU, the Company will use the reported aggregated PIU.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.5. Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits (cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

- D) Deposits held will accrue interest at a rate of 5% without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the timely payment of all charges for the Company's facilities and services that are used by the Customer. Notwithstanding any other provisions of this tariff, the Customer's knowing or unknowing use of the Company's network to provide Interexchange Service or to complete Local Traffic shall conclusively be presumed to constitute an affirmative order or request for the services or functionalities furnished by the Company and shall impose upon the Customer an obligation to pay all charges assessed by the Company in accordance with the provisions of this tariff

2.6.2 Billing and Collection of Charges

- A) All charges are due and payable within 30 days after the date of the invoice.
- B) The Company will bill the Customer for monthly recurring charges, in advance of the month in which service is provided, and for usage charges, in arrears.
- 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.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, except that the Service Commencement Date may be postponed by mutual agreement of the parties. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be billed for all sales, use, gross receipts, excise, access, and 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 the Company's services or facilities.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- F) If Customer fails to pay any portion of a payment due the Company by the due date, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, Customer's payment will be deemed delinquent and Customer shall thereafter be liable for a late payment fee on all unpaid and unavailable amounts (including previously-billed late payment fees), assessed daily at a rate equal to the lesser of: one and one-half percent (1.5%) per month or the highest rate allowed by law, until paid and available to the Company.
- G) The Customer will be assessed a charge of thirty-five dollars (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- H) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.
- I) The Company shall be entitled to recover its reasonable costs of collecting past due amounts, including attorney fees, whether or not a lawsuit or other legal action therefor is brought by the Company.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of late payment charges on the undisputed amount under Section 2.6.2 F), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer that cannot be settled to the mutual satisfaction of the Customer and the Company, either party may pursue any remedies that are available to it at law.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause

- 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 24 hours 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 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.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.4 Discontinuance of Service for Cause (cont'd)

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4 A) or 2.6.4 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 tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of the desire to terminate service. Notwithstanding the provision of any such notice, the Customer shall remain a Customer with respect to any services that the Customer knowingly or unknowingly uses following such notice.

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Switched Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.6 A) following.

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).

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

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

- A) For Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer may be required to supply a copy of the order to each Exchange Telephone Company involved in providing the service. However, neither the absence of a request for a copy of any such order nor the Customer's failure to respond to any such request, shall affect the Company's right to charge the Customer, or the Customer's obligation to pay, for all services provided by the Company.

Each Exchange Telephone Company will provide the portion of Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill Transport charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangements or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements the Company will either bill the charges in accordance with its Access Service tariff or agree to bill the Exchange Access service charges of the interconnecting Exchange Telephone Company. The charges for the Transport elements will be determined as set forth in B) through D) following. All other charges in each Exchange Telephone Company's tariff, including, without limitation, tandem switching and local (end office) switching charges will be applied, as applicable, except where the Company, by agreement, is responsible for billing for the other Exchange Telephone Company's services at the Company's rates specified in this tariff, in which case, the Company will bill for such services at such rates.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

B) The charges for Transport are determined as follows:

- 1) Determine the appropriate Transport mileage by computing the airline mileage between the two ends of the Transport facility. Determine the airline mileage for the Transport facility charge using the V&H method as set forth in Section 2.10.2 following.
- 2) Transport Facility and Termination charges are determined by using the steps set forth in (a) and (b) following.

(a) Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Transport Facility rate

by

the Company's billing percentage factor. The result is the Company's Transport Facility Charge.

(b) Multiply:

The number of access minutes

by

the Company's appropriate Transport Termination rate. The resulting amount is the Company's Transport Termination charge.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.6 Payment Arrangements (cont'd)

2.6.6 Ordering, Rating and Billing of Switched Access Services Where More Than One Exchange Telephone Company is Involved (cont'd)

C) The charges for Tandem Switching are determined as follows:

- 1) For access traffic routed through a Company operated tandem office, the Tandem Switching charge is calculated by multiplying the applicable rate elements times the number of switched access minutes that are switched at the end office.
- 3) The Billing Percentage (BP) is not applicable to charges for Tandem Switching

D) The billing percentage (BP) factor used to determine the Company's charges is set forth in the National Exchange Carrier Association Tariff.

2.6.7 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 fees shall be adjusted according to the term and conditions set forth in 3.1.1 C) following, Access Order Modifications.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) 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) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate 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.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 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

E) Continuous 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 three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.7 Allowances for Interruptions in Service (cont'd)

2.7.4 Application of Credits for Interruptions in Service (cont'd)

- F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

2.7.5 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 which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

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 2.7.1), Customer agrees to pay to Company termination liability charges, which are 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 2.6.2.

2.8.1 Termination Liability

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

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.8 Cancellation of Service/Termination Liability (cont'd)

2.8.1 Termination Liability (cont'd)

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order 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;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.1 Unauthorized Use of the Network (cont'd)

B) (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, fraud perpetrated by unknown third parties who gain access to a Customer's or a Customer's end user's switching, computer, or PBX facilities, account numbers, security or authorization codes, etc.). Customers are solely responsible for taking all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to otherwise detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by End Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.10 Application of Rates

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

2.10.1 Charges Based on Duration of Use

Customer traffic will either be measured (i.e., recorded or assumed) by the Company at End Office switches or tandem switches or as reported to the Company by other telecommunications providers participating in the completion of such traffic. In the event Customer message detail is not available, the Company will estimate the volume of lost Customer minutes of use based on previously known values.

For originating access calls, usage measurement begins when the originating switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating access usage ends when the originating switch receives disconnect supervision from either the originating End User's End Office, indicating the originating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating access and local calls, the measurement of usage begins when the terminating switch receives answer supervision from the terminating End User's End Office, indicating the terminating End User has answered. For terminating usage, the measured minutes are chargeable minutes. Where assumed minutes are used, the assumed minutes are the chargeable minutes.

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.10 Application of Rates (cont'd)

2.10.1 Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating End User's End Office, indicating the terminating End User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Minutes of use or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each End Office, and are then rounded up to the nearest minute for each End Office.

2.10.2 Rates Based Upon Distance

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

- A) Distance between two points is measured as airline distance between the points, as established by geographic coordinates referenced National Exchange Carrier Association Tariff.
- B) The airline distance between any two points is determined as follows:
 - 1) Obtain the "V" and "H" coordinates for each point from the above-referenced National Exchange Carrier Association Tariff.
 - 2) Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).

Competitive Local Carrier Access Tariff

SECTION 2- REGULATIONS, Continued

2.10 Application of Rates (cont'd)

2.10.2 Rates Based Upon Distance (cont'd)

B) (cont'd)

- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula =
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

2.10.3 Mileage

The mileage to be used to determine the Transport Facility charges are calculated as the airline distance between the end points of the facility. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Transport Facility mileage rates are shown in Section 5.1.2. in terms of per mile per minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Transport Facility rate. The amount to be billed is the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of minutes.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Access Services

3.1.1 Switched Access Service

- A) Switched Access Service provides a Customer with the ability to utilize the Company's Network, alone or in conjunction with services and facilities of other Exchange Access service providers, for the purpose of completing Interexchange Communications. The service provides Interexchange Service Providers transport capability or switching, or both, to enable traffic to be transmitted between a Customer's point of presence (POP) and End Users within an Exchange. Interexchange Communications in both the originating and terminating direction will be completed for all Interexchange Service Providers with whom the Company has direct or indirect interconnection.
- B) Rates and charges for Switched Access Service are set forth in Section 5 following. The application of rates for Switched Access Service is described in Section 3.1.2 following.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service. Charges for dedicated direct access service are determined on an individual case basis ("ICB") pursuant to a negotiated contract between the Company and Customer. The provisions of this section 3.1.2 apply to dedicated direct access service once such a contract is in place.

A) An Access Service Request ("ASR") must be submitted by Customer to obtain Switched Access Service over a direct interconnection between the Customer's POP and the Company's network. When placing an order for dedicated direct access service, the Customer shall provide, at a minimum, the following information:

The date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto;

The number of busy hour minutes of capacity (BHMC) from the Customer's POP to the End Office by traffic type (this information is used to determine the number of transmission paths.); and

When routing via an access tandem operated by another Exchange Telephone Company is desired, the specified access tandem and an estimate of the amount of traffic to be generated to and from each Company End Office subtending the access tandem.

In addition, when, subject to the signaling capability of Company's facilities, SS7 signaling is to be deployed, the applicable switching point codes and trunk circuit identification codes for trunks with SS7 signaling, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

B) Customer is responsible for assuring that sufficient access facilities have been ordered to handle its traffic.

C) Access Service Request Date Intervals

The Company will provide a service date interval consistent with the service interval dates provided by the incumbent local exchange carrier in the same service territory and from which the Company obtains facilities utilized to provide services to the customer.

D) Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of dedicated direct access Service lines, trunks or busy hour minutes of capacity will be treated as a new Access Order (for the increased amount only).

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

D) Access Order Modifications (cont')

1) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

D) Access Order Modifications (cont'd)

2) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and Partial cancellation charges will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

3) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. A Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. If a change of service date is required, the Service Date Change Charge will also apply.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

D) Access Order Modifications (cont'd)

4) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

E) Cancellation of an Access Order

- 1) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in 2) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

E) Cancellation of an Access Order (cont'd)

- 2) When a Customer cancels Access Order for the installation of service, a Cancellation Charge will apply as follows:
 - (a) When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
 - (b) If the Company misses a service date for an Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.
- 3) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. Additionally, a new minimum period will be established.
 - (1) A move to a different building.
 - (2) A change in the type of service.
 - (3) A change in the Switched Access Service Interface Group
 - (4) A change in the STP Access Link
 - (5) A change in the STP Port
 - (6) A change in the Company-provided dedicated direct access service to a Collocated Interconnection arrangement or vice versa

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

F) Minimum Period

The minimum period for which dedicated direct access service is provided and for which charges are applicable, is one month.

G) Minimum Period Charges

When dedicated direct access service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For dedicated direct access service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

H) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for dedicated direct access service are: Service Order Charge, Installation of Service and Service Rearrangements.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

H) Nonrecurring Charges (cont'd)

1) Service Order Charge

Nonrecurring charge which applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.

2) Installation of Service

Nonrecurring charges apply to each dedicated direct access service installed. For services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed.

3) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (2) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.2 Dedicated Direct Access Service (cont'd)

H) Nonrecurring Charges (cont'd)

3) Service Rearrangements (cont'd)

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(c) Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs and the measured access minutes for that hour exceed the capacity purchased.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.3 Standard Switched Access Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as otherwise stated:

- Transport
- End Office

A) Transport

The Transport rate category provides for nondedicated access transmission facilities between the Customer's premises (POP) or collocated interconnection location and the End Office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Charges for Transport service are computed in accordance with Section 2.6.6 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved) or Section 2.10.3, as applicable.

Transport charges may include, depending on the functionality provided by the Company, tandem switching ("TS"), multiplexing ("MUX" – either end office ["EO"] or tandem ["T"]), and transport termination ("Term") elements, which are applied per termination on a per minute of use basis, and a transport facility ("Facility") element, which is applied on a per mile, per minute basis.

Competitive Local Carrier Access Tariff

SECTION 3 - SERVICE DESCRIPTIONS, Continued

3.1 Access Services (cont'd)

3.1.3 Standard Switched Access Rate Categories (cont'd)

B) End Office

The End Office rate category provides the End Office switching functions necessary to complete the transmission of Interexchange Communications to and from End Users served by the Company's End Office or served by an End Office as to which the Company has a contractual right to bill charges for the Exchange Access functionality provided by the End Office. End Office charges may include local switching ("LS"), trunk port ("Port"), information surcharge, and other specified rate elements, which are applied on a per minute of use basis.

3.1.4 Other Rate Categories

A) 8XX Data Base Access Service

The 8XX Data Base Access Service provides call routing and identification information for the transmission of Toll Free traffic. The charge for the service is assessed to the Customer on a per query basis, as referenced in section 5.2.1 following.

3.2 Local Traffic Termination

3.2.1. Interconnection

Arrangements for direct interconnection between an Exchange Telephone Company and the Company's facilities will be negotiated on a case-by-case basis.

3.2.2. Termination of Traffic

The Company will terminate Local Traffic delivered to it for completion over direct or indirect interconnections. Terms, conditions, and compensation methods for handling such traffic will be negotiated on a case-by-case basis. Where no written agreement exists between the Company and the Local Exchange Carrier on whose network Local Traffic originates, this tariff shall apply and such Local Exchange Carrier shall be responsible for paying the Company's Local Traffic Termination charges as set forth herein. For the purposes of determining responsibility for the Company's Local Traffic Termination Charges, Local Traffic is deemed to originate on the network of the first Local Exchange Carrier that handles the traffic on the originating side of the PSTN, irrespective of whether the originating End User is a customer of such Local Exchange Carrier.

Competitive Local Carrier Access Tariff

SECTION 4 - BILLING AND COLLECTION SERVICES

4.1 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided via electronic mail only.

BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.

4.1.1 Undertaking of The Company

- A) The Company will respond within ten (10) business days of receipt of a customer's manual request (mailed or faxed) for end user BNA information.
- B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records
- C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

Competitive Local Carrier Access Tariff

SECTION 4 - BILLING AND COLLECTION SERVICES, Continued

4.1 Billing Name and Address Service (cont'd)

4.1.2 Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- D) When the customer orders BNA Service for intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

4.1.3 Rate Regulations

The Service Establishment Charge and Record Transmission Charges apply to BNA Service. Record Transmission Charges are charged on a per order basis and as a usage rate which applies to each individual message (ANI) ordered. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

Competitive Local Carrier Access Tariff

SECTION 4 - BILLING AND COLLECTION SERVICES, Continued

4.1 Billing Name and Address Service (cont'd)

4.1.3 Rate Regulations (cont'd)

A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service.

- B) The BNA Record Transmission Charge applies on a per order basis and additionally a usage rate which applies per each ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available.

Competitive Local Carrier Access Tariff

SECTION 5 – RATES

5.1 Switched Access Service

5.1.1. Switched Access

(1) Traffic Origination

The following rates apply when the Company provides, or has billing responsibility for providing, originating switched access.¹ The Blended Switched Access rate applies when the Company provides the equivalent of all of the following switched access functional elements: end office switching, tandem switching, switched transport, and information surcharge. In other cases, the Company will apply specified access rates on an element-by-element basis; provided, that, for purposes of billing under this tariff, it will be presumed that all such elements apply when access is provided by the Company using a leased UNE-P type network platform in lieu of its own facilities.

a. Switched Access (per access minute of use) ²	\$0.01816012
b. Local Switching (per access minute of use)	\$0.01456532
c. Share Trunk Port (per access minute of use)	\$0.0018612
d. Tandem Switching (per access minute of use)	\$0.0017314
e. Transport Termination (per access minute of use, per term)	\$0.00000022

¹ The rate for originating Toll VoIP shall be equal to the Company's interstate rates for originating switched access. The percentage of originating traffic deemed to be Toll VoIP shall be based on the state average percentage of VoIP traffic as most recently published by the FCC in its Local Competition report, which currently is 35%, unless rebutted by the billed interexchange provider.

² The Switched Access charge applies when the Company provides the switching functionality or has a contractual right to bill charges for such functionality.

(2) Traffic Termination

Traffic Termination rates apply when the Company provides, or has billing responsibility for providing, terminating switched access.

Competitive Local Carrier Access Tariff

SECTION 5 – RATES

5.1 Switched Access Service (cont'd)

5.1.1 Switched Access (cont'd)

(2) Traffic Termination (cont'd)

	AT&T Serving Area	Citizens Serving Area	ConCom Serving Area	Frontier Serving Area
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(a) Transport

Facility		.00005	.000293	.000002
Zone 1	.0000150			
Zone 2	.0000250			
Zone 3	.0000440			
Termination		.001	.000475	
Zone 1	.000075			
Zone 2	.00013			
Zone 3	.00024			
TS		.00005	.008988	.001574
Zone 1	.000440			
Zone 2	.001042			
Zone 3	.00175			
MUX (EO)	.000098	.00005		

(b) End Office End Office charges apply when the Company provides the End Office functionality or has a contractual right to bill charges for such functionality. The Company's terminating end office rate is \$0.0007 per minute.

(c) Commencing on July 1, 2017, end office termination will be furnished on a bill and keep basis and terminating tandem switched access (where the Company owns the tandem switch) will be furnished at the lower of the foregoing rates or \$0.0007 per minute. Commencing on July 1, 2018, terminating tandem switched access will be furnished on a bill and keep basis.

5.1.2 8XX Data Base Access Service

Customer Identification and Delivery Charge
 (per query)

\$0.0067

Competitive Local Carrier Access Tariff

SECTION 5 – RATES

5.2 Local Traffic Termination

The Company will terminate Local Traffic from an Exchange Telephone Company with which it directly or indirectly interconnects. In the absence of a written interconnection agreement, Local Traffic will be exchanged on a bill and keep basis.

5.3 BNA

A) Service Establishment	\$250.00
B) Record Transmission Charge	
1) Per Order	\$100.00
2) Per Message	\$1.00