ACCESS SERVICES TARIFF

This tariff, Missouri Tariff No. 9 submitted on behalf of XO Communications Services, Inc., cancels and replaces Tariff No. 6, submitted on behalf of XO Missouri, Inc.

XO Communications Services, Inc.

Regulations, Descriptions, and Rates

Applicable to Furnishing Interstate Access Services

for Connection to Intrastate Communications

Facilities within the

State of Missouri

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ACCESS SERVICES TARIFF

TABLE OF CONTENTS

		Page
TITLE PAGE		
APPLICATION OF TARIFF		1
EXPLANATION OF SYMBOLS		2
TABLE OF CONTENTS		3
SECTION 1 - DEFINITION OF TERMS		6
SECTION 2 - REGULATIONS		9
2.1	Undertaking of the Company	9
2.2	Shortage of Equipment or Facilities	9
2.3	Terms and Conditions	10
2.4	Liability of the Company	11
2.5	Notification of Service-Affecting Activities	15
2.6	Provisions of Equipment and Facilities	16
2.7	Non-Routine Installation	17
2.8	Special Construction	18
2.9	Ownership of Facilities	19
2.10	Prohibited Uses	19
2.11	Obligations of the Customer	20
2.12	Customer Equipment and Channels	26
2.13	Inspection and Testing	27
2.14	Payment Arrangements	28
2.15	Allowances for Interruptions in Service	41
2.16	Cancellation of Service	44
2.17	Transfers and Assignments	44
2.18	Notices and Communications	45
SECTION 3 - ORDERING OPTIONS		46
3.1	General	46
3.2	Access Order	48
SECTION 4 - SPECIAL ACCESS		55
4.1	General	55
4.2	Transmission Service	55

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TABLE OF CONTENTS, (CONT'D.)

		Page	
SECTION 5 - SWITCHED ACCESS SERVICE		56	
5.1	General	56	
5.2	Provision and Description of Switched Access Service Agreements	57	
5.3	Obligations of Company	63	
5.4	Obligations of the Customer	64	
5.5	Switched Access Optional Features	65	
SECTION 6 - RATES AND CHARGES		69	
6.1	Special Construction	69	
6.2	Special Access Service	71	
6.3	Switched Access Services	77	
6.4	Service Calls	81	
6.5	Individual Case Basis Arrangements	81	
6.6	Billing Name and Address Service	82	
6.7	Access Service Order Charge	83	
6.8	Historic Invoices	83	**(N)**
SECTION 7 - RESERVED FOR FUTURE USE		84	**(T)**
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Service Commission

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate switched and special access within the State of Missouri.

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

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

(C) - To signify changed conditions or regulation. **(T)**

(D) - To signify discontinued rate, regulation or condition.

(I) - To signify increase.

(K) - To signify that material has been transferred to another sheet or place in the tariff.

(M) - To signify that material has been transferred from another sheet or place in the tariff.

(N) - To signify a new rate, regulation, condition or sheet.

(O) - To signify no change.

(R) - To signify reduction.

(T) - To signify a change in text for clarification. **(T)**

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TARIFF FORMAT SHEET

1. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

2. Page Revisions Numbers - Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Missouri. For example, the 4th Revised Page 34 cancels the 3rd Revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with the check sheet fore the page currently in effect.

3. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

   2.
   2.1
   2.1.1
   2.1.1.A.
   2.1.1.A.1.
   2.1.1.A.1.(a)
   2.1.1.A.1.(a).I.
   2.1.1.A.1.(a).I.(i).
   2.1.1.A.1.(a).I.(i).(1).

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SECTION 1 DEFIINITION OF TERMS

Access Service: Switched or Special Access to the network of any Interconnecting Carrier for the purpose of originating or terminating communications.

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

Bit: The smallest unit of a payment required before the start of service.

Company: XO Communications Services, Inc., the issuer of this tariff, which is a Delaware Corporation.

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

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

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

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.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

IntraLATA Service: Service which originates and terminates within the same Local Access Transport Area (LATA).

Interconnecting Carrier: Any carrier that connects to the Company's network for exchange of communications traffic.

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SECTION 1 - DEFINITION OF TERMS (CONT'D.)

InterLATA Service: Service which originates within one Local Access Area Transport Area (LATA) and terminates in a different LATA.

Local Access: Local Access means the connection between a Customer premises and Company Point of Presence.

Mbps: Megabits per second.

Network: The Company's digital fiber optics-based network.

Network Services: The Company's telecommunications access services offered on the Company's Network.

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

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 a Service Order is executed.

Originating On-Net: A call originating on and placed via Company owned facilities or a combination of Company owned and leased facilities.

Originating Off-Net: A call originating on and placed via non-Company owned facilities or a combination of non-Company owned and leased facilities.

PIU: Percent Interstate Usage

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

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad right-of-way, etc.) not separated by a highway.

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SECTION 1 - DEFINITION OF TERMS (CONT'D.)

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties 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 tariff, but the duration of the service calculated from the Service Commencement Date.

Service: The Company's telecommunications access service offered on the Company's network.

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

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within the State of Missouri, under the terms of this tariff.

2.2 Shortage of Equipment or Facilities

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

2.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable 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.

2.2.3 The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Terms and Conditions

2.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month (except that the first bill will be prorated) and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

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

2.3.4 In any action between the parties to enforce any provision of this tariff, 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.

2.3.5 Service may be terminated upon written notice to the customer if (a) the Customer is using the service in violation of this tariff, or (b) the Customer is using the service in violation of the law.

2.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its 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 2.3.7 below.

2.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the 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 the customer, except for normal wear and tear.

2.3.8 Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Liability of the Company

2.4.1 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 allowance for interruption as set forth in Section 2.15. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company shall 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.

2.4.2 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 state or 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.4.3 The Company shall not be liable for (a) any act or Omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

2.4.4 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.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Liability of the Company (cont'd.)

2.4.5 The Customer shall indemnify and hold 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 as a condition precedent to such installations.

2.4.6 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.

2.4.7 Notwithstanding the Customer's obligations as set forth in Section 2.11 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 tariff, 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; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and 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 tariff.

2.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.4.9 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.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Liability of the Company (cont'd.)

2.4.10 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed $1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.16, the Company's liability, if any, shall be limited as provided herein.

2.4.11 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; and all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

2.4.12 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, location or use of service furnished by the Company at such locations.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Liability of the Company (cont'd)

2.4.13 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 2.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense.

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

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 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.

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SECTION 2 - REGULATIONS (CONT'D.)

2.6 Provisions of Equipment and Facilities

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

2.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

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SECTION 2 - REGULATIONS (CONT'D.)

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

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

A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
B. the reception of signals by Customer-provided equipment.

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

2.7 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.

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SECTION 2 - REGULATIONS (CONT'D.)

2.8 Special Construction

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

2.8.1 where Company facilities are not presently available, and Company agrees to construct those facilities;

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

2.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.8.4 in a quantity greater than that which the Company would normally construct;

2.8.5 on an expedited basis;

2.8.6 on a temporary basis until permanent facilities are available;

2.8.7 involving abnormal costs; or

2.8.8 in advance of its normal construction.

Special construction charges will be determined as described in Section 6.1 following.

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SECTION 2 - REGULATIONS (CONT'D.)

2.9 Ownership of Facilities

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

2.10 Prohibited Uses

2.10.1 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, license, consents and permits.

2.10.2 The Company may require applicants for service who intend to use the Company 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 Missouri Public Service Commission and Federal Communications Commission regulations, policies, orders, and decisions.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Obligations of the Customer

2.11.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff;

B. full replacement cost for damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer, by 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 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 Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in Section 2.11.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to 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;

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Obligations of the Customer (cont'd)

2.11.1 The Customer shall be responsible for: (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 2.11.1.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; and

G. not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

2.11.2 Claims

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

A. any loss, destruction or damage to property of the Company or any third party, or the 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 Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Obligations of the Customer (cont'd)

2.11.3 Jurisdictional Reporting

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

A. Originating Access

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

1. For Feature Group D Switched Access Services(s), as defined in Section 5.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
2. For Feature Group D with 950 Access, as defined in Section 5.5.3.A.5, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.
3. For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.
4. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 85 percent interstate traffic and 15 percent intrastate traffic.

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SECTION 2 - REGULATIONS (CONT'D.)

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

2.11.3 Jurisdictional Reporting, (cont'd.)

B. Terminating Access

1. For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 85 percent interstate traffic and 15 percent intrastate traffic.

2. 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. The revised report will serve as the basis for future billing and will be effective on the next bill date.

3. Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as 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 the Access Service Request.

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Obligations of the Customer (cont'd)

2.11.3 Jurisdictional Reporting (cont'd)

C. Jurisdictional Reports Verification

1. For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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

3. For Special Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide the data the Customer used to determine the certified interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages.

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Obligations of the Customer (cont'd)

2.11.3 Jurisdictional Reporting (cont'd)

D. Determination of Jurisdiction of Mixed Use Special Access Service

When an ASR is submitted for interstate and intrastate Special Access Service, the Customer will provide to the Company an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service.

1. If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of XO Communications, Inc.'s Federal Services agreement or tariff.

2. If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.

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SECTION 2 - REGULATIONS (CONT'D.)

2.12 Customer Equipment and Channels

2.12.1 In General

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

2.12.2 Station Equipment

Facilities and equipment to Company-owned facilities and equipment.

A. Customer-provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

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 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.

2.12.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others, including Channel Service Units ("CSU") shall be provided at the Customer's expense.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.13 Inspection and Testing

2.13.1 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 this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided equipment.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements

2.14.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

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. The Company will charge for the Tennessee gross receipts tax on the Company's invoice for Local Access Services. Any taxes imposed by local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state [1].This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

1 Pending the conclusion of any challenge to the jurisdiction's right to impose a gross receipts tax the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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

A. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

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

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 action 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, which is 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 tariff or the Service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges (cont'd)

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 which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by a late factor of 1.50%.

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

All Recurring and Nonrecurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges (cont'd)

F. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved (Cont'd)

1. The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.

2. In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

3. Separate bills will be rendered by the Exchange Carrier for FGD access service.

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

   The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

   (a) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.3 Billing or Payment Disputes

Customers must dispute bills or rates charges within thirty (30) days of invoice. If a Customer does not give the Company written notice of a billing or rate dispute within thirty (30) days from the date that the Company rendered the invoice, such invoice and the charges levied shall be deemed to be reasonable, correct, and binding. In the event that the Customer disputes any billing or rates, Customer shall do so as set forth below, and shall nevertheless pay eighty percent (80%) of the disputed invoiced charges and all undisputed charges within the thirty (30) day period specified above. Payment shall not prejudice Customer's right to dispute charges, as long as they are disputed in the manner and within the thirty (30) days specified in this Section. The Customer may not proceed with additional action regarding the dispute until and unless the Customer first complies with this Section and in any event more than ninety (90) days after the Company renders the bill.

If the Customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

A. the nature of the dispute (i.e. alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;

B. the type of usage (i.e. originating or terminating);

C. the Company end office where the minutes of use originated or terminated (if applicable);

D. the number of minutes in dispute;

E. the billing account number(s) (BANs) assigned by the Company;

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.3 Billing or Payment Disputes (cont'd)

F. the dollar amount in dispute;

G. the date of the bill(s) in question;

H. the circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting facility Assignment (CFA) on a DS1. The Customer should also provide line number, trunk number, and Two Six Code (TSC);

I. Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believes is incorrect (e.g. non-recurring charges, mileage, circuit identification) and why the Customer believes it to be incorrect (not received, not ordered, incorrect rate, etc.). For order activity disputes, Customer's documentation should include traffic reports, billing cycle, and, whether or not the Customer shares the service, including both main and shared service BANs. The Customer must also provide the line number, trunk number, and two Six Code as well as end-office identification and; any other information necessary to facilitate dispute resolution.

If the Company needs additional information from the Customer to assist in resolving the dispute, the Company may request that the Customer provide this information. This data may include, but is not limited to, summarized usage by time of day. The request for such additional information shall not affect the dispute date established by this section.

The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition of the complaint.

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SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.4 Deposits

A. To safeguard its interest, the Company may require a 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. two month's 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. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

B. A deposit may be required in addition to an advance payment.

C. When a service or facility is discontinued, the amount of a deposit, if any, and any interest accrued pursuant to Section 2.14.4.D, 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.

D. No interest shall be paid upon deposit amounts for business accounts, unless so required by the Commission. Any customer deposits made under prior agreement or tariff which provided for the payment of interest shall accrue such interest only through the effective date of this tariff. (T) (T)

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SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.5 Discontinuance of Service

A. Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's 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 written notice 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.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.5 Discontinuance of Service (cont'd)

F. Upon the Company's discontinuance of service to the Customer under Section 2.14.5.A or 2.14.5.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 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.

G. When Access Service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for non-payment. Where the company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

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MO PSC
LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.5 Discontinuance of Service (cont'd)

H. The Company may discontinue the furnishing of any and/or all service(s) to a 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 if:

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

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

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.14.4 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 service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.5 Discontinuance of Service (cont'd)

H. (cont'd.)

1. (cont'd.)

(f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

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

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

III. Any other fraudulent means or devices.

2. Immediately upon written notice to the Customer of any sum thirty (30) days past due;

3. Immediately upon 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 2.14.4.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff 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.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Payment Arrangements (cont'd)

2.14.6 Cancellation of Application for Service

A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, 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 2.14.6.B and 2.14.6.C will be calculated and applied on a case-by-case-basis.

2.14.7 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.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.15 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.15.1 for the part of the service that the interruption affects.

2.15.1 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 tariff. An interruption period begins when a 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 repaired or is inoperative but the Customer declines to release it for testing and repair.

B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

C. A credit allowance will be given for interruptions of 15 minutes or more, except for switched access service as noted in Section 2.15.1.D. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or Less:

Length of Period to be Credited	Interruption Credit
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

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

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LT-2005-0221

SECTION 2 - REGULATIONS (CONT'D.)

2.15 Allowances for Interruptions in Service (cont'd)

2.15.1 Credit for Interruptions (cont'd)

D. For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

E. Interruptions 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.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.15 Allowances for Interruptions in Service (cont'd)

2.15.2 Limitations on Allowances

A. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
3. interruptions due to the failure or malfunction of non-company equipment;
4. 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;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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
7. interruption of service due to circumstances or causes beyond the control of the Company.

B. Use of alternative service provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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

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SECTION 2 - REGULATIONS (CONT'D.)

2.16 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 2.14.2 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.14.2 : 1) all nonrecurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all recurring charges specified in the applicable Service Order for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an access service request.

2.17 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 (c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.18 Notices and Communications

2.18.1 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.18.2 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.

2.18.3 All notices or other communications required to be given pursuant to this tariff 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.

2.18.4 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.

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SECTION 3 - ORDERING OPTIONS

3.1 General

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

3.1.1 Ordering Conditions

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

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

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

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

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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LT-2005-0221

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SECTION 3 - ORDERING OPTIONS, (CONT'D.)

3.1 General (cont'd)

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.3.3.B will apply when an engineering review is required.

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

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order

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

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

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.3.A and 5.2.3.B, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

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

A. Standard Interval

The Standard Interval for Switched and Special Access Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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LT-2005-0221

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.1 Access Service Date Intervals (cont'd)

B. Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

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

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.2 Access Service Request Modifications

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

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

A. Service Commencement Date Changes

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

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

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.2 Access Service Request Modifications (cont'd.)

A. Service Commencement Date Changes (cont'd.)

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 6.3.3.

B. Design Change Charge

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

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 6.3.3.B, are in addition to any Service Date Change Charges that may apply.

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.2 Access Service Request Modifications (cont'd)

C. Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

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

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

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply. An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply. The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.3.3.

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LT-2005-0221

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.3 Cancellation of an Access Service Request

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

Except as stated herein, Cancellation Charges will apply as specified in Section 6.3.3.C.

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

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

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

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LT-2005-0221

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SECTION 3 - ORDERING OPTIONS

3.2 Access Order (cont'd)

3.2.4 Minimum Period of Service

The minimum period for which DS-0 or DS-1 Access Service is provided and for which charges are applicable is one month. The minimum period for which DS-3 or greater Access Service is provided and for which charges are applicable is at least one year.

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

1. A change in the identity of the Customer of record;
2 A move by the Customer to a different building;
3. A change in type of service;
4. A change in Switched Access Service Interface (i.e., DS1 or DS3);
5. A change in Switched Access Service Traffic Type;
6. A change in type of Special Access Service Channel Termination;
7. A change from 2-point to multipoint Special Access Service.

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

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

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff. All applicable Nonrecurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 4 - SPECIAL ACCESS

4.1 General

Special Access Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

4.2 Transmission Service

4.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

4.2.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps	(S-0)
56 Kbps	(DS-0)
1.544 Mbps	(DS-1)
44.736 Mbps	(DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 6.2.

4.2.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment's interfacing to such channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 20 ppm
Line Code 1	Bipolar Alternate Mark Inversion (AMI)
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	75 ohms +/- 5%
Jitter:	The multiplexer will add not more than 0.3 time slot of rms Jitter to a DS-1 signal when looped at the DS-3 point.

4.2.4 Digital channels furnished by the Company at 44.736 Mbps, interconnection to such channels shall meet the following technical characteristics:

Line Rate:	44.736 Mbps +/- 20 ppm
Line Code:	Bipolar with three zero substitution (B3ZS).
Line Impedance:	75 ohms +/- 5%

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SECTION 5 - SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users or other customers, including carriers; provides a two-point communications path between a Customer's Premises and an End User's Premises or other customer, including another carrier's, Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises. (T) (T) (T)

Rates and charges are set forth in Section 6.3.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein.

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

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 0+ CC + NN or 011 + CC + NN. When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interchange Carrier, provided that the Interchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements

5.2.2 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. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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LT-2005-0221

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements

5.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- Direct Connect
- Tandem Connect
- 800 Data Base Access Service
- Optional Features

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.14.2.F preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

A. Direct Connect

The Company will provide Direct Connect, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and the applicable rate elements as specified in 6.3.3. **(T)** **(T)**

B. Tandem Connect

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (cont'd)

5.2.3 Rate Categories (cont'd.)

C. 800 Database Access Service

800 Database Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800(or888)+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is routed.

The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.

D. Switched Access Service Optional Features

1. Non-chargeable Optional Features
Where transmission facilities permit, the Company will, at the option of the Customer, provide the following non-chargeable optional feature, in association with Switched Access Service.

(a) Supervisory Signaling

2. Chargeable Optional Features
Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

(a) 800 Database Access Service Query
(b) Signaling Transfer Point Access

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LT-2005-0221

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (cont'd)

5.2.3 Rate Categories (cont'd.)

D. Switched Access Service Optional Features, (cont'd.)

3. Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3.A.

(a) Common Switching Optional Features

At the Customer's option, the following standard features are available at the rates specified in Section 6.3.3.F.1:

I. Alternate Traffic Routing
II. Automatic Number Identification (ANI)
III. Cut-Through
IV. Service Class Routing
V. Feature Group D with 950 Access
VI. Signaling System Seven (SS7)
VII. Basic Initial Address Message Delivery
VIII. Called Directory Number Delivery
IX. Flexible Automatic Number Identification Delivery

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LT-2005-0221

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (cont'd)

5.2.4 Billing Validation Service

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

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

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the customer for any reason. The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

5.2.5 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.

5.2.6 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-tons slope, d.c. continuity and operational signaling.

5.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

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LT-2005-0221

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.3 Obligations of Company

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

5.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.15.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.14.5.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

5.4.1 Report Requirements

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.11.3.C preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

5.4.2 Supervisory Signaling

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

5.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features

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

5.5.1 Non-chargeable Optional Features

A. Supervisory Signaling

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

5.5.2 Chargeable Option Features

A. 800 Database Access Service

The Customer will be charged a per query charge based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.

B. Signaling Transfer Point Access

The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging, routing and screening. If a customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 6.3.3.E.2 will apply.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features (cont'd)

5.5.3 Feature Group D Optional Features (cont'd)

A. Common Switching Optional Features

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

2. Automatic Number Identification (ANI)
This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a Trunk group routed directly between a Local Switching Center and a Customer's Premises; 2) where technically feasible, all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem; or 3) where technically feasible a trunk group between an Access Tandem and a Customer's Premises.

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

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features (cont'd)

5.5.3 Feature Group D Optional Features (cont'd)

A. Common Switching Optional Features (cont'd)

3. Cut Through

This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits on these calls.

4. Service Class Routing

This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

5. Feature Group D with 950 Access

This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950 - dialed calls over the same trunks.

6. Signaling System Seven (SS7)

This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features (cont'd)

5.5.3 Feature Group D Optional Features (cont'd)

A. Common Switching Optional Features (cont'd)

7. Basic Initial Address Message Delivery

This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

8. Called Directory Number Delivery

This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission and MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.

9. Flexible Automatic Number Identification Delivery

This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (ii) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and Access for Private Virtual Networks.

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SECTION 6 - RATES AND CHARGES

6.1 Special Construction

6.1.1 Basis for Rates and Charges

Rates and Charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination charges; or (4) a combination thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 may include one or more of the following items to the extent that they are applicable.

A. Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:

1. equipment and materials provided or used,
2. engineering, labor and supervision,
3. transportation, and
4. rights-of-way;
5. cost of maintenance;
6. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
7. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
8. license preparation, processing and related fees;
9. tariff preparation, processing and related fees;
10. any other identifiable costs related to the facilities provided; or
11. an amount for return and contingencies.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.1 Special Construction (cont'd)

6.1.3 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:

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 including the cost of:

   (a) equipment and materials provided or used,
   (b) engineering, labor and supervision,
   (c) transportation, and
   (d) rights-of-way;

2. license preparation, processing and related fees;

3. tariff 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.

C. The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service

6.2.1 General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

A. The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

B. The channel mileage rate element is determined by the Vertical and Horizontal Coordinates ("V & H") method, as set forth in the National Exchange Company Association Tariff, F.C.C. No 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.

C. Optional Features for which charges are applied only include multiplexing.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service, (Cont'd)

6.2.2 Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

A. Voice Grade Service Rates

RECURRING PER MONTH

Channel Termination, per point of termination

2 wire voice/analog data	ICB
4 wire voice/analog data	ICB

NONRECURRING CHARGE

Channel Termination, per point of termination

2 wire voice/analog data	ICB
subsequent, same location	ICB
4 wire voice/analog data	ICB
subsequent, same location	ICB

In addition to Channel Termination Charges, Channel Mileage Charges (both recurring and nonrecurring) may apply as determined on an individual case basis.

B. This service consists of making Voice Grade capacity available on a 24-hour per day, 7 days per week basis.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service (cont'd)

6.2.3 Digital Data Service

Digital Data Service is provided at transmission rates of 56 and 64 Kbps.

A. This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

B. Digital Data Services Rates

Digital Data Services

RECURRING PER MONTH - Channel Termination, per point of termination

2.4 Kbps	ICB
4.8 Kbps	ICB
9.6 Kbps	ICB
19.2 Kbps	ICB
56 Kbps	ICB
64 Kbps	ICB

In addition to Channel Termination Charges, Channel Mileage Charges (both recurring and nonrecurring) may apply as determined on an individual case basis.

NONRECURRING - Channel Termination, per point of termination

	Initial Order	Subsequent Order Same Location
2.4 Kbps	ICB	ICB
4.8 Kbps	ICB	ICB
9.6 Kbps	ICB	ICB
19.2 Kbps	ICB	ICB
56 Kbps	ICB	ICB
64 Kbps	ICB	ICB

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service (cont'd.)

6.2.3 Digital Data Service

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 56 and 64 Kbps.

A. This service consists of making DS-0 capacity available on a 24-hour per day, 7 says per week basis.

B. Digital Data Services Rates

Fractional DS-1 Digital Data Service is provided at transmission rates of 128, 256 and 384 Kbps.

1. This service consists of making DS-1 capacity available on a 24-hour per day, 7 days per week basis.

2. Digital Data Services

RECURRING PER MONTH - Channel Termination, per point of termination

128 Kbps	ICB
256 Kbps	ICB
284 Kbps	ICB

In addition to Channel Termination Charges, Channel Mileage Charges (both recurring and nonrecurring) may apply as determined on an individual case basis.

NONRECURRING - Channel Termination, per point of termination

	Initial Order	Subsequent Order Same Location
128 Kbps	ICB	ICB
256 Kbps	ICB	ICB
384 Kbps	ICB	ICB

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6.2 Special Access Service (cont'd)

6.2.4 DS-1 Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

A. This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

B. DS-1 Rates

RECURRING PER MONTH - Channel Termination, per point of termination

Initial Order	ICB
Subsequent, same location	ICB
Channel Mileage	
first mile	ICB
each additional mile	ICB
Optional Features	
multiplexing, DS-1 to DS-0	ICB

NONRECURRING CHARGES - Channel termination, per point of termination

Initial Order	ICB
Subsequent, same locations	ICB
Optional Features	
multiplexing, DS-1 to DS-0	ICB

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service (cont'd)

6.2.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

A. The service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

B. DS-3 Rates

RECURRING PER MONTH - Channel Termination, per point of termination

Initial Order	ICB
Subsequent, same location	ICB
Channel Mileage	
0 miles	ICB
over 0 miles	ICB
Optional Features	
multiplexing, DS-3 to DS-1	ICB

NONRECURRING CHARGES - Channel termination, per point of termination

Initial Order	ICB
Subsequent, same locations	ICB
Optional Features	
multiplexing, DS-3 to DS-1	ICB

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Nonrecurring Charges.

Monthly Recurring Charges:
Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates:
Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Nonrecurring Charges:
Nonrecurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

Installation of Service:
Nonrecurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

6.3.1 Application of Rates

A. Direct Connect - The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the usage rates of applicable rate elements. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3; and any applicable usage rates. (T) (T)

B. Tandem Connect - The Tandem Connect rate is assessed based on the usage charges for End-Office switching and Tandem Switched Transport. (T)

C. 800 Number Translation Charge - The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services (cont'd)

6.3.2 Billing of Access Minutes

When recording originating calls over FGD, usage measurement begins when the first supervisory signal (i.e. wink, ground, loop) is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD 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 FGD 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 FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD 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 FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD 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 termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services (cont'd)

6.3.3 Rates and Charges

A. Change Charges (Per Order)

Per Occurrence	
Service Date	$0.00
Design Changes	$0.00

B. Cancellation Charges (Per Order) $0.00

C. Switched Access

	Originating	Terminating	
End Office (Local) Switching	$0.008024	$0.008024	**(R)**
Transport Charge	$0.007300	$0.007300	**(R)**
Carrier Common Line	$0.0094626	$0.0171586	**(R)**
Tandem Switching *	$0.0012090	$0.0012090	

D. Chargeable Optional Features

800 Data Base Access Service Basic Query	
Per Query	$0.011

E. Non-chargeable Optional Features

Supervisory Signaling	no charge

* Tandem Switching is only applied in circumstances when a carrier utilizes the Tandem Switching function, and Transport and Carrier Common Line charges are not incurred.

SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services, (cont'd)

6.3.3 Rates and Charges, (cont'd)

F. Feature Group D Optional Features

1. Common Switching Optional Features

	Nonrecurring	Monthly
Alternate Traffic Routing	none	none
Automatic Number Identification	none	$.0003
Cut-Through	none	none
Service Class Routing	none	none
Feature Group D with 950 Access	none	none
Signaling System Seven (SS7)	none	none
Basic Initial Address Message Delivery	none	$.0006
Called Directory Number Delivery	none	$.0003
Flexible Automatic Number, per CIC, per end office	$500.00	none
Identification Delivery		

6.3.4 Special Construction

A. Basis for Rates and Charges

Rates and charges for Switched Access Special Construction are the same a rates and charges for Special Access Service and are specified in Section 6.1.1 and 6.1.2 preceding.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.4 Service Calls

When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company's personnel are dispatched to the Customer Premises until the work is completed.

6.5 Individual Case Basis Arrangements

Private line services will be made available to Customer in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structures to recover the Company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched Services.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.6 Billing Name and Address Service

Company will upon request, provide Billing Name and Address ("BNA") Service to Customers, or authorized billing agents and collection agents acting on behalf of the Customer. Customers include interexchange carriers, operator service providers, enhanced service providers and any other provider of intrastate telecommunications services. BNA provides the billing name and address when calling party uses a Company calling card, dials 1010-XXXX or authorizes collect and/or third party calls to pay for telecommunication services. BNA Service enables telecommunications service providers and authorized billing and collection agents to seek payment of their service directly from the calling party.

In no case shall Customer or authorized agents of the Customer disclose the billing name and address information of any subscriber to any third party, except that a Customer may disclose BNA. This service is offered to Customers or its authorized agents for the following limited purposes and may not be resold or used for any other purpose:

- Billing customers for using telecommunications service of that service provider and collecting amounts due.

- Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar non-marketing purposes.

6.6.1 Obligations of the Customer

The Company will accept BNA Service orders via email or fax only. With each order for BNA Service, the Customer must provide the name of the authorized individual(s) as well as the email address or fax number to which the BNA information should be sent.

6.6.2 Rates and Charges

Billing Name and Address	$30.00 per batch request
Billing Name and Address Found	$0.30 each
Billing Name and Address Not Found	$0.30 each

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.7 Access Service Order Charge

Company will assess an Access Service Order Charge of $100.00 each time a Customer requests a Carrier Identification Code to be added to a Company switch. The Customer would initiate this request with a submission of an Access Service Order to the Company.

6.8 Historic Invoices (N)

The Company will furnish, upon Customer's request, copies of invoices which were originally issued to the Customer more than thirteen months prior to the request or copies of invoices that are available on-line, but that customer does not wish to retrieve from the available on-line system. Customers can request the invoice in one of two formats: electronic copy (portable data file/.pdf) or CSV/CD of Call Detail Record. Customer will be charged based on the format requested and on a per invoice basis.

Format	Rate Per Invoice
Electronic	$10.00
CSV/CD of CDR	$25.00

(N)

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SECTION 7 - RESERVED FOR FUTURE USE (T)

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