**RATES, TERMS, CONDITIONS AND REGULATIONS GOVERNING**

**THE PROVISION OF SWITCHED ACCESS SERVICES**

**FOR CONNECTION TO INTERSTATE COMMUNICATIONS FACILITIES**

**THIS TARIFF REPLACES PEERLESS NETWORK, LLC FCC TARIFF NO. 3 IN ITS ENTIRETY**

Peerless Network, Inc.

FCC Tariff No. 4
17th Revised Page 1
Cancels 16th Revised Page 1

ACCESS SERVICE TARIFF

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## CONCURRING CARRIERS

No Concurring Carriers

## OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

## EXPLANATION OF SYMBOLS

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

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

## SECTION 1 – APPLICATION

This tariff applies to interstate access services provided by Peerless Network and its subsidiaries affiliates, connecting, concurring and/or participating carriers, or other telecommunications service providers engaged in the exchange, transit, origination or termination of access service traffic.

## SECTION 2 –DEFINTIONS

Advance Payment

A part or all of a payment required before the start of service.

Access Services

The Company's interstate telecommunication services offered pursuant to this tariff.

Act

The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

Automatic Number Identification (ANI)

A feature that provides the automatic transmission of a seven or ten digit number and information digits to customers to identify the calling party or station.

Calling Party Number

(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Collocation

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

Common Carrier

Any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in interstate communication by wire or radio.

Common Channel Signaling Network

Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

Company

The issuer of this tariff, Peerless Network, Inc.

## SECTION 2 –DEFINITIONS

Customer

The carrier that orders from, uses or subscribes to the services in this tariff.

Customer Proprietary Network Information (CPNI)

Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Digital Signal Level 1 (DS1)

The 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3)

The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

(D)

End Office Switch (D)

A local telephone switching system established to provide local exchange service and/or exchange access services.

End User

A Customer of the Company's local exchange service who is not a carrier. End users can include a resident, business or enhanced service providers (including but not restricted to, internet service providers, conference calling providers, and Voice over Internet Protocol service providers) or other entities

SECTION 2 –DEFINTIONS

(D)
|
(D)

FCC

The Federal Communications Commission

Grandfathered

Services ordered under the provisions of this tariff but are no longer available to new customers.

(D)
|
(D)

Individual Case Basis

A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

Local Access and Transport Area (LATA)

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

Local Exchange Routing Guide (LERG)

The telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

Local Number Portability (LNP)

The ability to move telephone number(s) from one service provider to another

## SECTION 2 –DEFINTIONS

Loss

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Meet Point Billing

When two or more local exchange telephone companies are involved in the provisioning and billing of access services.

MOUs

Minutes of Use

North American Numbering Plan (NANP)

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

Originating Carrier

The carrier whose end user originates a call on the carrier's network or switching equipment.

Percentage of Interstate Usage (PIU)

The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

Percent of Local Usage (PLU)

The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

Point of Interconnection (POI) (S)

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling. (S)

## SECTION 2 –DEFINTIONS

Recurring Charges

The charges to the Customer for services, facilities and equipment which continue to apply for duration of the service. These usually occur on a monthly basis.

Service Commencement Date

The first 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 Company and the Customer may mutually agree on a substitute Service Commencement Date.

Service Order

The request for access services, written, electronic, implied or executed by the Customer and the Company in the format devised by the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several customers.

Signaling Transfer Point (STP)

A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

Terminating Carrier

The carrier who terminates a call to the carrier’s end user on the carrier’s network or switching equipment.

Termination Point

The point of demarcation within a customer designated premises or point of interconnection at which the Company’s responsibility for the provision of service ends.

Wire Center

A building in which one or more end office switches or POIs, used for the provision of Exchange Services, are located.

V and H Coordinates Method

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

## SECTION 3 -- REGULATIONS

### 3.1 Undertaking of the Company

#### 3.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

#### 3.1.2 Shortage of Facilities

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

#### 3.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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

(C) In any action between the parties to enforce any provisions of this tariff, the Company, if it prevails in the action, shall be entitled to recover court costs and legal fees from the customer.

(D) This tariff shall be interpreted and governed by the laws of the United States without regard for its choice of laws provision.

(E) If any provision, rate or term of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render any other provision, rate or term of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision, rate or term. (T) (T)

SECTION 3 – REGULATIONS

3.1 Undertaking of the Company (cont'd)

3.1.4 Limitations on Liability

(A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either:

(1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or

(2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 3.8.

(B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 3.8, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

(C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

(D) The Company shall not be liable for any claims for loss or damages involving:

(1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

(2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

SECTION 3 – REGULATIONS

3.1 Undertaking of the Company (cont'd)

3.1.4 Limitations on Liability (cont'd)

(D) (cont'd)

(3) Any unlawful or unauthorized use of the Company's facilities and services;

(4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

(5) Breach in the privacy or security of communications transmitted over the Company's facilities;

(6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 3.1.4, preceding.

(7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

(8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

(9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

SECTION 3 -- REGULATIONS

3.1 Undertaking of the Company (cont'd)

3.1.4 Limitations on Liability (cont'd)

(D) (cont'd)

(10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

(11) Any non-completion of calls due to network busy conditions;

(12) Any calls not actually attempted to be completed during any period that service is unavailable.

(E) The Company shall be indemnified, defended and held harmless by the Customer or any third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

(F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

SECTION 3 -- REGULATIONS

3.1 Undertaking of the Company (cont'd)

3.1.4 Limitations on Liability (cont'd)

(G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

(H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

3.1.5 Provision of Equipment and Facilities

(A) The company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

SECTION 3 -- REGULATIONS

3.1 Undertaking of the Company (cont'd)

3.1.5 Provision of Equipment and Facilities (cont'd)

A) (cont'd)

(1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.1.6 Responsibility for Facilities

Control of all facilities provided in accordance with this tariff remains with the Company, its agents, contractors or suppliers; regardless of whether or not the Company owns or leases the facilities.

3.2 Prohibited Uses

(A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

(B) The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.

(C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

(D) A Customer may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 3 -- REGULATIONS

3.3 Customer Premises Provisions

(A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

3.3.1 Liability of the Customer

(A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

(B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for:

(1) any loss, destruction or damage to property of any third party,

(2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and

(3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

SECTION 3 -- REGULATIONS

3.3 Customer Premises Provisions (cont'd)

3.3.1 Liability of the Customer (cont'd)

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

3.3.2 Jurisdictional Report Requirements

(A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. The Customer has the option to provide the Company with a Projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of Feature Group D terminating and originating end office and tandem access minutes for each account associated with the Customer.

SECTION 3 -- REGULATIONS

3.3 Customer Premises Provisions (cont'd)

3.3.2 Jurisdictional Report Requirements (cont'd)

A) (cont'd)

Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of 75% for Feature Group D access minutes. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle.

SECTION 3 -- REGULATIONS

3.3 Customer Premises Provisions (cont'd)

3.3.2 Jurisdictional Report Requirements (cont'd)

(B) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

(C) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes).

The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 6 following.

(D) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate 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 and intrastate use. Except as set forth in Section 3.3.2(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 3.3.2 (A) preceding.

SECTION 3 -- REGULATIONS

3.3 Customer Premises Provisions (cont'd)

3.3.2 Jurisdictional Report Requirements (cont'd)

(E) The Customer reported projected interstate percentage of use as set forth in Section 3.3.2 (A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.

(F) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

(G) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

3.4 Customer Equipment and Channels

3.4.1 Interconnection of Facilities

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

SECTION 3 -- REGULATIONS

3.4 Customer Equipment and Channels (cont'd)

3.4.2 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company facilities.

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

3.5 Customer Deposits and Advance Payments

3.5.1 Advance Payments

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

SECTION 3 -- REGULATIONS

3.5 Customer Deposits and Advance Payments (cont'd)

3.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(1) three 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.

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

3.6 Payment Arrangements

3.6.1 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 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 Network Services. If a Customer is tax exempt it is the Customer's responsibility to designate its tax exempt status.

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.1 Payment for Service (cont'd)

(B) Surcharges

The Company may institute surcharges in order to recover its costs that are not normally recovered under its monthly recurring and non-recurring charges. The customer is responsible for payment of any surcharges.

3.6.2 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.

(A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

(B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is 30 days.

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.2 Billing and Collection of Charges (cont'd)

(D) 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 upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

(a) a rate of 1.5 percent per month; or

(b) the highest interest rate which may be applied under state law for commercial transactions.

(E) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(F) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(G) If service is disconnected by the Company in accordance with Section 3.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

3.6.3 Billing Disputes

(A) General

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

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.3 Billing Disputes (cont'd)

(B) Late Payment Charge

(1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 3.6.2(E), preceding.

(2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

(3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

(C) Adjustments or Refunds to the Customer

(1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

(2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

(3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.3 Billing Disputes (cont'd)

(C) Adjustments or Refunds to the Customer (cont'd)

(4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

(5) The Company reserves the right to invoice for services not originally billed to the customer. The Company will include any unbilled charges for a period of 24 months from the date of discovery of the unbilled services.

(D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered during the Company's normal course of business) to request an in-depth review of the disputed amount.

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.4 Discontinuance of Service for Cause

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

(G) Upon the Company's discontinuance of service to the Customer under Section 3.6.4(A) or 3.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

Peerless Network, Inc
222 S Riverside Plaza, Suite 2730
Chicago, IL 60606
Attn: Customer Care
1-888-380-2721

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

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

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

SECTION 3 -- REGULATIONS

3.6 Payment Arrangements (cont'd)

3.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 5.4 following, Access Order Modifications.

3.6.8 Customer Overpayment

Customer overpayments will be credited to the Customer's account or refunded upon Customer request.

3.7 Application of Rates

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

3.7.1 Charges Based on Duration of Use

Calls will be measured by the Company to determine the basis for computing chargeable access minutes, as set forth in Section 6 following.

SECTION 3 -- REGULATIONS

3.8 Allowances for Interruptions in Service

3.8.1 General

(A) A credit allowance will be given when service is interrupted, except as specified in Section 3.9.1 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

(B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

(C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

3.8.2 Limitations of Allowances

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

(A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

(B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

(C) Due to circumstances or causes beyond the control of the Company;

(D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

(E) During any period in which the Customer continues to use the service on an impaired basis;

(F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

SECTION 3 -- REGULATIONS

3.8 Allowances for Interruptions in Service (cont'd)

3.8.2 Limitations of Allowances (cont'd)

(G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

(H) That was not reported to the Company within thirty (30) days of the date that service was affected.

3.8.3 Use of Another Means of Communications

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

3.8.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

SECTION 3 -- REGULATIONS

3.8 Allowances for Interruptions in Service (cont'd)

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

(D) Interruptions of 24 Hours or Less

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

(E) Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

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

SECTION 3 -- REGULATIONS

3.8 Allowances for Interruptions in Service (cont'd)

3.8.5 Cancellation For Service Interruption

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

3.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 3.8.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 3.6.2.

3.9.1 Termination Liability

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

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

(b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

(c) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate published in the Wall Street Journal on the third business day following the date of cancellation;

(d) minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

SECTION 3 -- REGULATIONS

3.10 Customer Liability for Unauthorized Use of the Network

3.10.1 Unauthorized Use of the Network

(A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

(B) The following activities constitute fraudulent use:

1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:

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

3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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

SECTION 3 -- REGULATIONS

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

3.10.2 Liability for Unauthorized Use

(A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by other third parties, the Customer's employees, or the public.

(B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

(C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

3.11 End User Access Service

The Company will provide Access Service to end users who obtain local exchange service from the Company under its general and/or local exchange tariffs or pursuant to contract. End User Access provides for the use of an End User Common Line (EUCL) under certain circumstances.

3.11.1 Undertaking of the Company

The Company will provide use of an End User Access at rates and charges as set forth in Section 8 following, as follows:

(A) Use of an EUCL by an end user in connection with interstate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service except for as set forth below in Section 3.12.F.

(B) The Company will be responsible for contacts and arrangements with customers for the billing of End User Access charges.

SECTION 3 -- REGULATIONS

3.11 End User Access Service (cont'd)

3.11.2 Payment Arrangements

3.11.2.1 Minimum Period

The minimum period for which EUCL is provided to an end user and for which charges are applicable is the same as that in the general and/or local exchange tariffs for the associated local exchange service.

3.11.2.2 Cancellation of Application

End User Access Service is canceled when the order for the associated local telephone exchange service is canceled. No cancellation charges apply.

3.11.2.3 Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access Service, any necessary changes will be made for End User Access. No charges will apply.

3.12 Application of End User Common Line (EUCL) Charge

(A) EUCL per month charges will be billed to the end user of the associated Local Exchange Service.

(B) When the end user is provided a single line DS0 service, the single line EUCL will apply.

(C) When the end user is provided an ISDN-PRI service, the ISDN-PRI EUCL will apply.

(D) When the end user is provided a service other than ISDN-PRI, but greater than a single line DS0, the single line EUCL will apply to each DS0.

(E) When the end user is provided a SIP-based service, the single EUCL will apply to each DS0 equivalent.

(F) When customer-provided access (e.g. collocation, public Internet access, etc.) is used to provide Local Exchange Service no EUCL will apply.

SECTION 4 -CARRIER COMMON LINE

This section is reserved for future use

## SECTION 5 – ACCESS SERVICE ORDER

### 5.1 General

An Access Service Order is used by the Company to provide a Customer Access Service. A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. Where no service order is placed to initiate service, a party shall be deemed a Customer for receipt of service in all circumstance in which such party knew or should have known that service was being provided. Failure to object to the provisioning of service after receipt of a bill identifying such service shall establish conclusively that such service was ordered.

When placing an order for Access Service, the Customer shall provide to the Company the order information required in Section 5.2 in addition to the following:

- Customer name and premises address (es).

- Billing name and address (when different from Customer name and address).

- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation,

- interactive design, installation and billing.

### 5.2 Ordering Requirements

When ordering Switched Access service, the Customer must specify whether the service is to be provided as:

(1) Direct Trunked Transport to the end office, (S)

(2) Direct Trunked Transport to a tandem which connects with Common Transport from the tandem to the end office or

(3) Common Transport to the end office, customer specification of facilities will not impede the flow of traffic via Common Transport and related charges. (S)

When all or a portion of service is ordered as Direct Trunked Transport, the Customer must specify the type and quantity of Direct Trunked Transport Facility (i.e., High Capacity DS1). The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., High Capacity). For High Capacity Entrance Facilities, the Customer must specify the facility assignment and the channel assignment for each trunk.

SECTION 5 – ACCESS SERVICE ORDER

5.2 Ordering Requirements (cont'd)

(A) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(B) When a Customer orders collocation in an end office and/or access tandem with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities or microwave interconnection location involved. The Customer must also specify the particular end office or access tandem location involved, which must be the end office in which the Switched Access Service(s) originate or terminate, or an Access Tandem in which such service(s) are switched.

## SECTION 5 – ACCESS SERVICE ORDER

5.2 Ordering Requirements (cont'd)

(C) For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

5.3 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:
- Standard Interval
- Negotiated Interval
- Advance Order Interval

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

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

Feature Group D

1 to 4 Trunks 28 Days
5 to 8 Trunks 30 Days

If a Customer requests that installation be done outside of normal scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable

Additional Labor Charges as set forth in Section 8.2.2 following.

A Service Date Change Charge as set forth in Section 8.1.2(A) following will apply for the change in service date on a pending Standard Interval Access Order.

(B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

(1) There is no Standard Interval for the service, or;

(2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

(3) The Customer requests a service date beyond the applicable Standard Interval service date.

SECTION 5 – ACCESS SERVICE ORDER

5.3 Access Order Service Date Intervals (cont'd.)

(B) Negotiated Interval (cont'd)

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.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of 8YY Access Service six-digit Customer identification NXX is provided with a Negotiated Interval. The addition of an 8YY Access Service ten digit Customer identification record to the 8YY Access Service data base or the deletion of an 8YY Access Service ten digit Customer identification record from the 8YY Access Service data base is provided with a Negotiated Interval.

Maximum Interval Initial establishment of service where Customer is:

- Not yet provided with any FGD service in the LATA 6 months

- Provided FGD service 90 Days in the LATA

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions

SECTION 5 – ACCESS SERVICE ORDER

5.3 Access Order Service Date Intervals (cont'd.)

(D) Advance Order Interval (cont'd)

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable) the minimum (Nonrefundable) monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered. This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be cancelled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services cancelled will not be credited or refunded.

## SECTION 5 – ACCESS SERVICE ORDER

### 5.4 Access Order Modifications

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

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

(A) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 5.5(B) (1) following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

SECTION 5 –ACCESS SERVICE ORDER

5.4 Access Order Modifications (cont'd.)

(B) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply. If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a of improvement basis, per order, per day, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

5.5 Cancellation of an Access Order

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

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or

- Billing for the service will commence.

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

SECTION 5 –ACCESS SERVICE ORDER

5.5 Cancellation of an Access Order (cont'd.)

(B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(2) 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 Customer may cancel the Access Order without incurring cancellation charges.

5.6 Minimum Period

(A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.

(B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

(1) A move to a different building.
(2) A change in type of service.
(3) Change in Switched Access Service traffic type.
(4) A change in STP Link.
(5) A change in STP Port.
(6) Change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
(7) Change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

(C) When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

SECTION 5 –ACCESS SERVICE ORDER

5.6 Minimum Period (cont'd)

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 equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

5.7 Individual Case Basis (ICB)

Arrangements will be developed on a case-by-case basis in answer to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing.

Contracts will be used in the circumstance of Individual Case Basis (ICB) service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

## SECTION 6 - SWITCHED ACCESS SERVICE

### 6.1 General

Switched Access Service provides a two way communications path between a premises designated by the Customer and an end user's premises or another carrier's point of presence. It provides for the use of common switching, and transport facilities and for the use of common subscriber plant of the Company.

### 6.1.1 Description and Provision of Switched Access Service Arrangements

(A) Description

Following is a brief description of each type of service arrangement.

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.1 Description and Provision of Switched Access Service Arrangements (cont'd)

(A) Description (cont'd)

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

500 - access capacity for carrying only 500 traffic
700 - access capacity for carrying only 700 traffic
800 - access capacity for carrying only 800 traffic
900 - access capacity for carrying only 900 traffic

1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

(B) Manner of Provision

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in 5.2 preceding.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories

There are five rate categories which apply to Switched Access Service:

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

(A) Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch (es) and/or between the Company's tandem switch (es) and other carriers' end office switches.

Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities.

Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge.

When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in 3.6.6 preceding.

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories (cont'd)

(A) Switched Transport (cont'd)

(1) Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building. (S)

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories (cont.)

(A) Switched Transport (cont'd)

(2) Direct Trunked Transport

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig-E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply. (S) (S)

(3) Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers's designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in 6.5 following.
- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination
- Signaling System 7 (SS7) Signaling

(4) Termination and Transport

Termination and transport service is comprised of the connections and facilities between the Company's end office or tandem switches and a Customer's point of presence.

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SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories (cont.)

(A) Switched Transport (cont'd)

(5) Dedicated Tandem Trunk Ports

Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The Dedicated Tandem Trunk Port rate provides for the termination of trunks in tandem ports on the Customer side of the Access Tandem. Dedicated Tandem Trunk Port rates are billed for both originating and terminating usage on a monthly recurring basis. (T)

a. For those Customers who choose to connect with the Company's Tandem on a direct basis (i.e., by choosing to purchase Tandem ports dedicated to the sole use of that Customer), the "per DS1" port charges in Section 8.1.5(D) below apply. When dedicated facilities connecting to a tandem trunk port are supported by time division multiplexing (TDM) technology, the "per DS1" port charges shown in Section 8.1.5(D) below are applied for each individual DS1 (e.g., four DS1s in Alabama: $148 x 4 = $592). When dedicated facilities connecting to a tandem trunk port are supported by session internet protocol (SIP) technology, it is assumed that each DS1 equivalent equates to 216,000 MOUs and the "per DS1" port charges in Section 8.1.5(D) below are applied for each individual DS1 equivalent (e.g., 1,000,000 MOUs/216,000 = five DS1 equivalents; in Alabama: $148 x 5 = $740). Fractional DS1s or DS1 equivalents are rounded up to the next whole DS1 or DS1 equivalent.
b. For those Customers who choose to connect with the Company's Tandem on an indirect basis (i.e., by choosing not to purchase Tandem ports dedicated to the sole use of that Customer), the indirect "per MOU" port charges in Section 8.1.5(D) below apply. The indirect "per MOU" port charges assume that the portion of the port(s) provided by the Company in connection with the Customer's traffic is rated on a per-minute-equivalent basis with a monthly usage assumption of 216,000 MOU per DS1-equivalent port.
c. When Direct Transport is provided as a DS3, DS3 to DS1 multiplexing is required. (T)

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories (cont.)

(B) End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate category includes the Local Switching and Common Trunk Port rate elements. In addition, certain end office optional features are provided at charges set forth in Section 8. (T) (T)

(1) Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC

(2) Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

(C) Tandem Switching and Transport (T)

The Tandem Switching and Transport rate category provides for use of the Company's tandem switches. The Tandem rate category includes the Tandem Switching, Transport Facility, Transport Termination and Common Multiplexing rate elements.

(T)

SECTION 6 - SWITCHED ACCESS SERVICE

6.1.2 Rate Categories (cont.)

(1) Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office. Beginning July 1, 1998, the dedicated transport provided between the serving wire center and the tandem must be ordered as Direct Transport, as described in (b) preceding.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

(a) The Transport Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis. (T)

(b) The Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly. (T)

(c) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.

(D)
(D)

6.1.3 Cross Connects

This service connects two facilities from the same customer or facilities from two different customers in the Company’s central office(s). Cross connect service is provided at a DS1, DS3, OCX, or GigE level.

[Reserved for Future Use] (D)

(D)

[Reserved for Future Use]

(D)

(D)

SECTION 6 - SWITCHED ACCESS SERVICE

6.2 Undertaking of the Company

In addition to the obligations of the Company set forth in Section 3 preceding, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services The Company maintains the right to apply protective controls, i.e., those actions 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. 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 3 preceding.

6.2.2 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routine and may also be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance, e.g., Customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

6.2.3 Determination of Number of Transmission Paths

For Common Transport, the Company will determine the number of Switched Access Service transmission paths to be provided for the Switched Access Feature Group D busy hour minutes of capacity ordered. The number of transmission paths will be developed using the total busy hour minutes of capacity by type (as described in 6.1.1(B) preceding) for the end offices for each Feature Group ordered from a Customer's designated premises. The total busy hour minutes of capacity by type (e.g., originating, terminating) for the end office will be converted to transmission paths using standard Company traffic engineering methods. The number of transmission paths provided shall be the number required based on (1) the use of access tandem switches and end office switches, (2) the use of the end office switches only, or (3) the use of the tandem switches only

SECTION 6 - SWITCHED ACCESS SERVICE

6.2 Undertaking of the Company (cont'd)

6.2.5 Trunk Group Measurement Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS and overflow, to the Customer based on previously agreed to intervals.

6.2.6 Design Blocking Probability

The Company will design the facilities used in the provision of Switched Access Service FGD to meet the blocking probability criteria as set forth in (A) and (B) following.

(A) For Feature Group D, the design blocking objective will be no greater than one percent (.01) between the point of termination at the Customer's designated premises and the end office switch, whether the traffic is directly routed without an alternate route or routed via an access tandem.

Standard traffic engineering methods will be used by the Company to determine the number of transmission paths required to achieve this level of blocking.

(B) The Company will perform routine measurement functions to assure that an adequate number of transmission paths are in service. The Company will recommend that additional capacity (i.e., busy hour minutes of capacity or trunks) be ordered by the Customer when additional paths are required to reduce the measured blocking to the designed blocking level.

## SECTION 6 - SWITCHED ACCESS SERVICE

### 6.3 Obligations of the Customer

In addition to the obligations of the Customer set forth in Section 3 preceding, the Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

#### 6.3.1 Report Requirements

Customers are responsible for providing the following report to the Company, when applicable.

#### 6.3.2 Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 3 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth in Section 3 preceding.

#### 6.3.3 Trunk Group Measurement Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

#### 6.3.4 Supervisory Signaling

The Customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

#### 6.3.5 Short Duration Mass Calling Requirements

When a Customer offers service for which a substantial call volume is expected during a short period of time (e.g., 900 service media stimulated events), the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used.

The Company may invoke network management controls, (e.g., call gaping and code blocking) to reduce the probability of excessive network congestion, on the basis of the information provided, The Company will work cooperatively with the Customer to determine the appropriate level of such control.

SECTION 6 - SWITCHED ACCESS SERVICE

6.4 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.

6.4.1 Common Switching Optional Features

(A) Automatic Number Identification (ANI)

(1) This option provides the automatic transmission of a ten digit number and to the Customer designated premises for calls originating in the LATA, to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with:

(a) all individual transmission paths in a trunk group routed directly between an end office and a Customer designated premises or, where technically feasible, with:

(b) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer designated premises.

(2) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Number 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 or ANI failure, in which case only the NPA will be transmitted. Ten digit ANI is provided with multi-frequency address signaling or SS7 signaling.

SECTION 6 - SWITCHED ACCESS SERVICE

6.5 Optional Features (cont'd)

6.5.1 Common Switching Optional Features (cont'd.)

(B) Service Class Routing

This option provides the capability of directing originating traffic from an end office to a trunk group to a Customer designated premises, based on the line class of service (e.g., coin, multiparty or hotel/motel), service prefix indicator (e.g., 0-, 0+, 01+ or 011+) or Service Access Code (e.g., 900). It is provided in suitably equipped end office or access tandem switches. It is available with Feature Group D.

(C) Alternate Traffic Routing

When the Customer orders both Direct Trunked Transport and Common Transport at the same end office, this option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the "high usage" group) to a Customer designated premises until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group (the "final" group) to a second customer designated premises. The Customer shall specify the last trunk CCS desired for the high usage group. It is provided in suitably equipped end office or access tandem switches. It is available with Feature Group D.

(D) International Carrier Option

This option allows for Feature Group D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to forward the international calls of one or more international carriers to the Customer (i.e., the Company is able to route originating international calls to a Customer other than the one designated by the end user either through presubscription or 10XXX/101XXXX dialing). This arrangement requires provision of written verification to the Company that the Customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the Customer to order the option on behalf of the international carrier. This option is only provided at Company end offices and it is available only with Feature Group D

SECTION 6 - SWITCHED ACCESS SERVICE

6.5 Optional Features (cont'd)

6.5.1 Common Switching Optional Features (cont'd.)

(F) Operator Trunk, Full Feature Arrangement

This option provides the initial coin return control function to the Customer's operator. It is available with Feature Group D.

6.5.3 Local Transport Option Features

(A) Supervisory Signaling

Supervisory Signaling allows the Customer to order an optional supervisory signaling arrangement for each transmission path provided where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability.

(B) Signaling System 7 (SS7) Signaling

This feature provides common channel out of band transmission of address and supervisory SS7 protocol signaling information between the end office switch or the tandem office switching system and the Customer's designated premises.

(C) 64 Clear Channel Capability

The 64 Clear Channel Capability (64 CCC) option employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the bull 64 Kbps bandwidth of a DS0 channel. 64 CCC is available with Interface Group 6 for Feature Group D with Signaling System 7 signaling.

(D) Session Initiation Protocol (SIP)

SIP is an IETF-defined signaling protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP). A Customer may access the Company's network using SIP via dedicated GigE circuits, dedicated internet access or public internet access.

SECTION 6 - SWITCHED ACCESS SERVICE

6.5 Optional Features (cont'd)

6.5.4 Local Number Portability (LNP)

Local Number Portability gives end users the ability to move numbers from another service provider to the Company's local exchange service. The charge for this service is a carrier charge that covers the specific costs the Company incurs to dip an LNP database.

## SECTION 6 - SWITCHED ACCESS SERVICE

### 6.6 Rate Regulations

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

(D)
(D)
(D)

#### 6.6.1 Rate Zones

Rate zones may be applicable to all Switched Access Service rate categories when determining rates in LEC territories that use zone pricing.

- Entrance Facility rates are dependent upon the zone assignment of the Serving Wire Center.
- Direct Trunked Termination and Common Transport Termination rates are dependent upon the assignment of the Serving Wire Center and the Company access tandem or the end office.
- Direct Trunked Transport and Common Transport that is computed between wire centers in different rate zones will be assigned the rates in the higher rate zone.
- Network blocking rates will be determined by the designation of the end office.

#### 6.6.2 Description and Application of Rates and Charges

There are three types of rates and charges that apply to Switched Access Service. These are recurring rates, usage rates and nonrecurring charges. These rates and charges are applied directly to various rate elements as set forth following.

(A) Recurring Rates

Recurring rates are flat rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute, message call or query) basis. Usage rates are accumulated over a monthly period.

SECTION 6 - SWITCHED ACCESS SERVICE

6.6 Rate Regulations (cont'd)

6.6.2 Description and Application of Rates and Charges (cont'd.)

(C) Nonrecurring Charges

Nonrecurring charges are on-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

(1) Installation of Service

(a) A nonrecurring charge applies for each initial installation of an Entrance Facility. For each Entrance Facility of the same type, ordered at the same time, for the same date and from the same Customer premises to the same serving wire center, the applicable Entrance Facility nonrecurring charge will apply on a first and additional basis.

SECTION 6 - SWITCHED ACCESS SERVICE

6.6 Rate Regulations (cont'd)

6.6.2 Description and Application of Rates and Charges (cont'd.)

(C) Nonrecurring Charges (cont'd)

(2) Entrance Facility and Direct Trunked Transport Rates

(a) One flat monthly Entrance Facility charge applies per Customer designated premises at which an Entrance Facility channel is terminated. This charge will apply even if the Customer designated premises and the serving wire center are located in the same building.

(b) The Direct Trunked Transport rate category is composed of two flat rated monthly recurring rate elements. These are the Direct Trunked Facility and the Direct Trunked Termination rate elements.

The Direct Trunked Facility charge applies per mile of interoffice transport provided over Direct Trunked services. The Facility charge does not apply to Direct Trunked circuits if the interoffice mileage is zero. The mileage measurement for determining the monthly rate for Direct Trunked Facility is specified in Section 6.

SECTION 6 - SWITCHED ACCESS SERVICE

6.6 Rate Regulations (cont'd)

6.6.3 Measuring Access Minutes

Customer traffic to end offices will be measured by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes.

FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

Customer traffic to end offices will be measured by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the set up message to initiate the call set up.

The measurement of originating call usage ends when either leg of the call is dropped.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives an initial address message from the originating switch.

SECTION 6 - SWITCHED ACCESS SERVICE

6.6 Rate Regulations (cont'd)

6.6.3 Measuring Access Minutes (cont'd.)

The measurement of terminating call usage over Feature Group D ends when either leg of the call is dropped.

FGD Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.

6.6.4 Mileage Measurement

The mileage to be used to determine the Direct Trunked Facility charges is calculated on the airline distance, as set forth in (A) through (C) following. The V&H coordinates method is used to determine mileage..

To determine the rate to be billed, first compute the mileage usage the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile. If the Switched Transport is Direct Trunked, then multiply the rounded mileage by the corresponding Direct Trunked Transport rate.

(A) When Direct Trunked Transport is ordered to the end office, Direct Trunked Transport is measured on an airline distance basis between the end office and the Customer's serving wire center.

(B) When a Customer orders Direct Trunked Transport between its serving wire center and a tandem or a hubbing location or between a hub and an end office, the mileage used to determine the monthly rate for direct Trunked Transport is calculated on the airline mileage basis, between the Customer's serving wire center and the access tandem or hub, or between the hub or the end office, respectively.

(C) For SS7 signaling, the mileage to be used to determine the monthly rate for the STP Link facility is calculated on the airline distance between the serving wire center associated with the Customer's designated premises (Signaling Point of Interface) and the wire center providing the STP Port.

SECTION 6 - SWITCHED ACCESS SERVICE

6.7 Identification and rating of Voice Over Internet Protocol (VOIP) Traffic

(A) General

1. VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18. 2011)).

2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.

3. The rates, terms, and conditions of this section will apply to transit services provided in connection with the origination or termination of LEC-CMRS intraMTA traffic.

(B) Rating of VOIP traffic

The relevant VOIP traffic that is identified in accordance with this tariff section will be bill at rates equal to the Company's applicable tariffed interstate access rates as specified in this tariff. (T)

(B) Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

1. The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

2. The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

SECTION 6 - SWITCHED ACCESS SERVICE

6.7 Identification and rating of Voice Over Internet Protocol (VOIP) Traffic (cont'd)

(C) Calculation and Application of Percent VOIP Usage Factor (cont'd)

3. The Company will use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of: (A) the customer factor and (B) the Company factor times (1.0 minus the customer factor).

4. The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs.

   Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to 40% + (20% x 60%)= 36%. The Company will bill 36% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.

5. If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to January 1, 2012, **provided that** the customer provides the factor to the Company no later than April 15, 2012; otherwise the Company with set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

(E) PVU Factor Updates

The customer may update their factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised customer factor based on data for the prior three months, ending the last day of December, March, June and September, respectively, The Company will use the revised customer factor to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

SECTION 6 - SWITCHED ACCESS SERVICE

6.7 Identification and rating of Voice Over Internet Protocol (VOIP) Traffic (cont'd)

(F) Verification of PVU

Not more than twice in any year, the Company can ask the customer to verify the customer factor that they furnished to the Company and the customer can ask the Company to verify the Company factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective Company and customer factors.

## SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

### 7.1 General

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

### 7.2 Additional Engineering

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information.

The Company will notify the Customer that additional engineering charges, as set forth in Section 8 following, will apply before any additional engineering is undertaken.

### 7.3 Additional Labor

Additional labor is that labor requested by the Customer on a given service and agreed to by the Company as set for in 7.3.1 through 7.3.5 following. The Company will notify the Customer that additional labor charges as set forth in Section 8 following will apply before any additional labor is undertaken.

#### 7.3.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

#### 7.3.2 Overtime Repair

Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.

#### 7.3.3 Stand by

Stand by includes all time in excess of on-half (1/2) hour during which Company personnel stand by to make cooperative tests with a Customer to verify facility repair on a given service.

SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

7.3 Additional Labor (cont'd)

7.3.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, which are in addition to normal effort required to test, maintain or repair facilities provided solely by the Company.

7.3.5 Other Labor

Other labor is that additional labor not included in 7.3.1 through 7.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

7.4 Presubscription

7.4.1 Description

Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for interLATA, interstate calls and for intrastate calls subject to the Company's state access tariffs. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 8 applies.

7.4.2 Implementation

At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs. New end users subscribing to the Company's Exchange Access Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a non-recurring charge set forth in Section 8.2.1 applies. This charge is billed to the end user, who is the subscriber to the Exchange Access service or upon request by the designated IC, billed to the IC on behalf of the end user.

## SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

### 7.5 Unauthorized PIC Change

It is expected that a Primary Interexchange Carrier (PIC) will have the necessary authorization from an end user customer to switch that customer's service to itself or an affiliate. If an IC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party, or any other substantiation method allowed by law; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.

- The Unauthorized Presubscription Change Charge as set forth in Section 8will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Section 8.

### 7.6 Billing Name and Address Service

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

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

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

BNA Service which allows customers to submit the end user's ten digit Automatic Number Identification (ANI) for returned end user BNA, is provided on a manual basis. The BNA information may be requested by a written request (i.e., U.S. mail). The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of associated BNA information.

BNA information is furnished for sent and paid, collect, bill to third number 700 and 900 services and messages charged to a calling card that is resident in the Company's database

SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

7.6 Billing Name and Address Service (cont'd)

7.6.1 Undertaking of the Company

The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information on over 100 and up to 500 telephone numbers.

(A) Due to normal end user account activity, there may be instances where the BNA that was applicable at the time the message was originated.

(B) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

7.6.2 Obligations of the Customer

(A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.

(B) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with company's procedures concerning confidential information. The Company will provide to the customer a statement of its procedures concerning confidential information.

(C) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA service

SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

7.6 Billing Name and Address Service (cont'd)

7.6.2 Obligations of the Customer (cont'd)

(D) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 3 will be applicable.

The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

7.6 Billing Name and Address Service (cont'd)

7.6.3 Regulations

This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 8. The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

(A) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

(B) Record Transmission Charge

The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

## SECTION 7 – ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES

### 7.7 8YY Data Base Access Service

800 Service is a generic term for access services associated with toll free numbers. 800 Service, which is available to all customers, is an originating offering which provides a carrier identification function for numbers using toll free service access codes (SACs) (e.g., 800 or 888-NXX-XXXX). The carrier identification function is performed using queries which are routed using the Company network to a Service Control Point (SCP). Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill the users of its toll free service for any dial around compensation costs the Company may incur. In the event where no carrier identification code is available with the call information, the service provider of the POTS routable number will be invoiced for any service provided by the Company.

#### 7.7.1 Customer Identification Charge

The 800 Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer per query.

#### 7.7.2 Payphone Dial-Around Surcharge

This surcharge is paid to Payphone Service Providers (PSP) that purchases local exchange services from the Company's Local Exchange Tariff or pursuant to contract when a toll free number is dialed from a pay phone and is carried over the Company's facilities to the Company's toll free customer. The surcharge is calculated on per call basis and the rate is mandated by the Federal Communications Commission, plus a factor to recover the company's administrative costs. A surcharge per call completed to a toll free customer of the Company, when the call is originated from a payphone, will be assessed on the toll free customer's invoice. The Company uses the National Payphone Clearing house to compensate PSPs. Payphone Dial-Around Surcharge rate is listed in Section 8.

## SECTION 8 – RATES AND CHARGES

### 8.1 Rates and Charges

#### 8.1.1 Service Implementation

| A) Access Order Charge | per Access Order |
|---|---|
| All States | $150 |

B) Installation Charges

| Per Trunk | (T) |
|---|---|
| All States | $250 |

| C) Local Number Portability Charge | Nonrecurring Charge |
|---|---|
| Per DID | $5 |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 1. Alabama | | | |
| End Office Switching | $0.0016401 | $0.0000000 | |
| Common Trunk Port | $0.0003893 | $0.0000000 | |
| Tandem Switching | $0.0003558 | $0.0003558 | |
| Transport Termination | $0.0000349 | $0.0000349 | |
| Transport Facility (per mile) | $0.0000121 | $0.0000121 | |
| Common Multiplexing | $0.0000209 | $0.0000209 | |
| 2. Alaska | | | |
| End Office Switching | $0.002034 | $0.000000 | |
| Common Trunk Port | $0.000000 | $0.000000 | |
| Tandem Switching | n/a | n/a | |
| Transport Termination | n/a | n/a | |
| Transport Facility (per mile) | n/a | n/a | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 3. Arizona | | | |
| End Office Switching | $0.0019019 | $0.00000000 | |
| Common Trunk Port | $0.0000000 | $0.00000000 | |
| Tandem Switching | $0.0003038 | $0.00030380 | |
| Transport Termination | $0.0000000 | $0.00000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.00000200 | |
| Common Multiplexing | $0.0000000 | $0.00000000 | |
| 4. Arkansas | | | |
| End Office Switching | $0.001282 | $0.000000 | (R) |
| Common Trunk Port | $0.00045 | $0.000000 | (R) |
| Tandem Switching | $0.000358 | $0.000288 | |
| Transport Termination | $0.000000 | $0.000053 | |
| Transport Facility (per mile) | $0.000000 | $0.000003 | |
| Common Multiplexing | $0.000000 | $0.000047 | |
| 5. California | | | |
| End Office Switching | $0.0019019 | $0.00000000 | |
| Common Trunk Port | $0.0007207 | $0.00000000 | |
| Tandem Switching | $0.0021296 | $0.00212960 | |
| Transport Termination | $0.0000000 | $0.00000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.00000200 | |
| Common Multiplexing | $0.0000000 | $0.00000000 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| | (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|---|
| 6. | Colorado, Montana, Nebraska North Dakota, South Dakota, Wyoming | | | (T) |
| | End Office Switching | $0.001974 | $0.000000 | |
| | Common Trunk Port | $0.000747 | $0.000000 | |
| | Tandem Switching | $0.002252 | $0.002252 | |
| | Transport Termination | $0.000240 | $0.000240 | |
| | Transport Facility (per mile) | $0.000030 | $0.000030 | |
| | Common Multiplexing | $0.000036 | $0.000036 | |
| 7. | Connecticut | | | |
| | End Office Switching | $0.002406 | $0.000000 | (C) |
| | Common Trunk Port | $0.001688 | $0.000000 | \| |
| | Tandem Switching | $0.001574 | $0.001574 | \| |
| | Transport Termination | $0.000000 | $0.000000 | \| |
| | Transport Facility (per mile) | $0.000002 | $0.000002 | \| |
| | Common Multiplexing | $0.000000 | $0.000000 | (C) |
| 8. | Delaware, District of Columbia, Maryland, New Jersey | | | |
| | End Office Switching | $0.002406 | $0.000000 | |
| | Common Trunk Port | $0.001688 | $0.000000 | |
| | Tandem Switching | $0.001574 | $0.001574 | |
| | Transport Termination | $0.000000 | $0.000000 | |
| | Transport Facility (per mile) | $0.000002 | $0.000002 | |
| | Common Multiplexing | $0.000000 | $0.000000 | |
| 9. | Florida | | | |
| | End Office Switching | $0.0020995 | $0.0000000 | (C) |
| | Common Trunk Port | $0.0016920 | $0.0000000 | \| |
| | Tandem Switching | $0.0015740 | $0.0015740 | \| |
| | Transport Termination | $0.0000000 | $0.0000000 | \| |
| | Transport Facility (per mile) | $0.0000020 | $0.0000020 | \| |
| | Common Multiplexing | $0.0000000 | $0.0000000 | (C) |
| 10. | Georgia | | | (T) |
| | End Office Switching | $0.001899 | $0.00000 | (C) |
| | Common Trunk Port | $0.010251 | $0.00000 | \| |
| | Tandem Switching | $0.000000 | $0.00000 | \| |
| | Transport Termination | $0.000069 | $0.000069 | \| |
| | Transport Facility (per mile) | $0.000029 | $0.000029 | \| |
| | Common Multiplexing | $0.000058 | $0.000058 | (C) |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 11. Louisiana, Mississippi, and Tennessee | | | |
| End Office Switching | $0.001063 | $0.000000 | (R) |
| Common Trunk Port | $0.000400 | $0.000000 | (R) |
| Tandem Switching | $0.001000 | $0.001145 | |
| Transport Termination | $0.000000 | $0.000168 | |
| Transport Facility (per mile) | $0.000000 | $0.000020 | |
| Common Multiplexing | $0.000000 | $0.000380 | |
| 12. Hawaii | | | |
| End Office Switching | $0.0017835 | $0.0000000 | |
| Common Trunk Port | $0.0008090 | $0.0000000 | |
| Tandem Switching | $0.0012000 | $0.0012000 | |
| Transport Termination | $0.0001300 | $0.0001300 | |
| Transport Facility (per mile) | $0.0000300 | $0.0000300 | |
| Common Multiplexing | $0.0000356 | $0.0000356 | |
| 13. Idaho | | | |
| End Office Switching | $0.000157 | $0.000000 | |
| Common Trunk Port | $0.000054 | $0.000000 | |
| Tandem Switching | $0.000347 | $0.000347 | |
| Transport Termination | $0.000075 | $0.000075 | |
| Transport Facility (per mile) | $0.000027 | $0.000027 | |
| Common Multiplexing | $0.000064 | $0.000064 | |
| 14. Illinois | | | |
| End Office Switching | $0.0019653 | $0.0000000 | |
| Common Trunk Port | $0.0006571 | $0.0000000 | |
| Tandem Switching | $0.0018445 | $0.0018445 | |
| Transport Termination | $0.0000000 | $0.0000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.0000020 | |
| Common Multiplexing | $0.0000000 | $0.0000000 | |
| 15. Indiana | | | |
| End Office Switching | $0.0020889 | $0.000000 | |
| Common Trunk Port | $0.0007198 | $0.000000 | |
| Tandem Switching | $0.0024000 | $0.002400 | |
| Transport Termination | $0.0000000 | $0.000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 16. Iowa | | | |
| End Office Switching | $0.003983 | $0.000000 | |
| Common Trunk Port | $0.000498 | $0.000000 | |
| Tandem Switching | $0.000331 | $0.000000 | |
| Transport Termination | $0.000218 | $0.000218 | |
| Transport Facility (per mile) | $0.000020 | $0.000020 | |
| Common Multiplexing | $0.000218 | $0.000218 | |
| 17. Kansas, Oklahoma | | | |
| End Office Switching | $0.001282 | $0.000000 | (R) |
| Common Trunk Port | $0.000450 | $0.000000 | (R) |
| Tandem Switching | $0.000358 | $0.000288 | |
| Transport Termination | $0.000000 | $0.000053 | |
| Transport Facility (per mile) | $0.000000 | $0.000003 | |
| Common Multiplexing | $0.000000 | $0.000047 | |
| 18. Kentucky | | | |
| End Office Switching | $0.0013823 | $0.0000000 | |
| Common Trunk Port | $0.0007029 | $0.0000000 | |
| Tandem Switching | $0.0004230 | $0.0004230 | |
| Transport Termination | $0.0000479 | $0.0000479 | |
| Transport Facility (per mile) | $0.0000142 | $0.0000142 | |
| Common Multiplexing | $0.0000303 | $0.0000303 | |
| 19. Maine, New Hampshire, Vermont | | | |
| End Office Switching | $0.002264 | $0.000000 | |
| Common Trunk Port | $0.001595 | $0.000000 | |
| Tandem Switching | $0.001600 | $0.001600 | |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Facility (per mile) | $0.000003 | $0.000003 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 20. Massachusetts, New York, Rhode Island | | | |
| End Office Switching | $0.002406 | $0.000000 | |
| Common Trunk Port | $0.001688 | $0.000000 | |
| Tandem Switching | $0.001574 | $0.001574 | |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Facility (per mile) | $0.000002 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 21. Michigan | | | |
| End Office Switching | $0.0014123 | $0.0000000 | |
| Common Trunk Port | $0.0005292 | $0.0000000 | |
| Tandem Switching | $0.0030000 | $0.0030000 | |
| Transport Termination | $0.0000000 | $0.0000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.0000020 | |
| Common Multiplexing | $0.0000000 | $0.0000000 | |
| 22. Minnesota | | | |
| End Office Switching | $0.000384 | $0.000000 | |
| Common Trunk Port | $0.000102 | $0.000000 | |
| Tandem Switching | $0.001626 | $0.001626 | |
| Transport Termination | $0.000352 | $0.000352 | |
| Transport Facility (per mile) | $0.000128 | $0.000128 | |
| Common Multiplexing | $0.000298 | $0.000298 | |
| 23. Missouri | | | |
| End Office Switching | $0.001282 | $0.000000 | (R) |
| Common Trunk Port | $0.000450 | $0.000000 | (R) |
| Tandem Switching | $0.000358 | $0.000288 | |
| Transport Termination | $0.000000 | $0.000053 | |
| Transport Facility (per mile) | $0.000000 | $0.000003 | |
| Common Multiplexing | $0.000000 | $0.000047 | |
| 24. Nevada | | | |
| End Office Switching | $0.0019019 | $0.0000000 | |
| Common Trunk Port | $0.0015878 | $0.0000000 | |
| Tandem Switching | $0.0003038 | $0.0003038 | |
| Transport Termination | $0.0000000 | $0.0000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.0000020 | |
| Common Multiplexing | $0.0000000 | $0.0000000 | |
| 25. New Mexico | | | |
| End Office Switching | $0.0009010 | $0.0000000 | |
| Common Trunk Port | $0.0005940 | $0.0000000 | |
| Tandem Switching | $0.0004000 | $0.0004000 | |
| Transport Termination | $0.0000990 | $0.0000990 | |
| Transport Facility (per mile) | $0.0001120 | $0.0001120 | |
| Common Multiplexing | $0.0000277 | $0.0000277 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 26. North Carolina | | | |
| End Office Switching | $0.0019548 | $0.00000000 | |
| Common Trunk Port | $0.0006170 | $0.00000000 | |
| Tandem Switching | $0.0016490 | $0.00164900 | |
| Transport Termination | $0.0000000 | $0.00000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.00000200 | |
| Common Multiplexing | $0.0000000 | $0.00000000 | |
| 27. Ohio | | | |
| End Office Switching | $0.001558 | $0.000000 | (R) |
| Common Trunk Port | $0.000186 | $0.000000 | (R) |
| Tandem Switching | $0.001084 | $0.001084 | |
| Transport Termination | $0.000103 | $0.000103 | |
| Transport Facility (per mile) | $0.000013 | $0.000013 | |
| Common Multiplexing | $0.000015 | $0.000015 | |
| 28. Oregon | | | |
| End Office Switching | $0.0022081 | $0.000000 | |
| Common Trunk Port | $0.0007144 | $0.000000 | |
| Tandem Switching | $0.0043318 | $0.0043318 | |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Facility (per mile) | $0.000002 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 29. Pennsylvania | | | |
| End Office Switching | $0.002406 | $0.000000 | |
| Common Trunk Port | $0.001688 | $0.000000 | |
| Tandem Switching | $0.001574 | $0.001574 | |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Mileage (per mile) | $0.000002 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 30. South Carolina | | | |
| End Office Switching | $0.0020150 | $0.000000 | |
| Common Trunk Port | $0.0005352 | $0.000000 | |
| Tandem Switching | $0.0024000 | $0.002400 | |
| Transport Termination | $0.0000000 | $0.000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.000002 | |
| Common Multiplexing | $0.0000000 | $0.000000 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating | |
|---|---|---|---|
| 31. Texas | | | |
| End Office Switching | $0.001282 | $0.00000000 | (R) |
| Common Trunk Port | $0.00045000 | $0.00000000 | (R) |
| Tandem Switching | $0.00035800 | $0.00028800 | |
| Transport Termination | $0.00000000 | $0.00005300 | |
| Transport Facility (per mile) | $0.00000000 | $0.00000300 | |
| Common Multiplexing | $0.00000000 | $0.00004700 | |
| 32. Utah | | | |
| End Office Switching | $0.00364690 | $0.0000000 | |
| Common Trunk Port | $0.00104073 | $0.0000000 | |
| Tandem Switching | $0.00017103 | $0.00017103 | |
| Transport Termination | $0.00010000 | $0.00010000 | |
| Transport Facility (per mile) | $0.00005000 | $0.00005000 | |
| Common Multiplexing | $0.00000000 | $0.00000000 | |
| 33. Virginia | | | |
| End Office Switching | $0.002406 | $0.000000 | |
| Common Trunk Port | $0.001688 | $0.000000 | |
| Tandem Switching | $0.001574 | $0.001574 | |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Facility (per mile) | $0.000002 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 34. Washington | | | |
| End Office Switching | $0.0013794 | $0.000000 | |
| Common Trunk Port | $0.0006407 | $0.000000 | |
| Tandem Switching | $0.0024000 | $0.002400 | |
| Transport Termination | $0.0000000 | $0.000000 | |
| Transport Facility (per mile) | $0.0000020 | $0.000002 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| 35. Wisconsin | | | |
| End Office Switching | $0.000384 | $0.000000 | |
| Common Trunk Port | $0.000102 | $0.000000 | |
| Tandem Switching | $0.001626 | $0.001626 | |
| Transport Termination | $0.000352 | $0.000352 | |
| Transport Facility | $0.000128 | $0.000128 | |
| Common Multiplexing | $0.000298 | $0.000298 | |

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access

| (A) State, per MOU | Originating | Terminating |
|---|---|---|
| 36. West Virginia | | |
| End Office Switching | $0.0022730 | $0.000000 |
| Common Trunk Port | $0.001581 | $0.000000 |
| Tandem Switching | $0.001684 | $0.001684 |
| Transport Termination | $0.00000000 | $0.000000 |
| Transport Facility | $0.000002000 | $0.000002 |
| Common Multiplexing | $0.00000000 | $0.000000 |

(B) The rate for terminating Tandem Switched Transport Access Service (as defined in 47 CFR §51.903(i)) will be bill and keep when the conditions described in 47 CFR § 51.907(g) exist.

(C) Toll-Free Originating Access Service [**Note 1**]

| 1. 8YY Joint Tandem Switched Transport | Per MOU | |
|---|---|---|
| All States/Jurisdictions (except CA, AR, KS, OK, MO, TX) | $0.001 | |
| California | $0.000892 | |
| Arkansas, Kansas, Oklahoma, Missouri, Texas | $0.000358 | |
| 2. 8YY Originating End Office Access [**Note 2**] | | |
| a. End Office Switching | | |
| All States | **Note 2** | (R,C) |
| | | (D) |
| | | \| |
| | | \| |
| | | (D) |

**Note 1**: Rates contained in Section 8.1.3(C) are subject to subsequent adjustment, effective retrospectively, in the event the Commission or a court subsequently authorizes Peerless Network to correct its rates pursuant to pending motions, or petitions for reconsideration or waiver, or in the event of any other adjustment to an order of the Commission or a court.

**Note 2**: Originating end office rates for Toll-Free traffic are shown in Section 8.1.3(C). Originating end office rates for Toll-Free traffic are bill-and-keep. Originating end office rates for non-Toll Free traffic are found in Section 8.1.3(A) above. (T,R)

SECTION 8 – RATES AND CHARGES

8.1.3 Interstate Switched Access (cont'd)

(C) Toll-Free Originating Access Service (cont'd)

2. 8YY Originating End Office Access (cont'd) Per MOU

(D)
|
|
|
|
|
|
|
|
(D)

b. Common Trunk Port

All States **Note 3** (R,C)

(D)
|
|
|
|
|
(D)

**Note 3**: Originating end office rates for Toll-Free traffic are shown in Section 8.1.3(C). (T)
Originating end office rates for Toll-Free traffic are bill-and-keep. Originating end office rates for (T,R)
non-Toll Free traffic are found in Section 8.1.3(A) above. (T)

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.4 Local Transport (cont'd)

(B) DS-3 Entrance Facilities

All States

| | Monthly Charges |
|---|---|
| Per DS3 | $950 |

(S)

(C) Transit Traffic

| | Rate Per MOU |
|---|---|
| All States | $0.0025 |

(S)

(D)

(D)

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.4 Local Transport (cont'd)

D) Direct Trunked Transport

| | Per Mile |
|---|---|
| Per DS1 | $5 |
| Per DS3 | $10 |

(S)

E) Dedicated Port Multiplexing

| | Monthly charge |
|---|---|
| DS3 to DS1 multiplexing | $400 |

(S)

(D)

(D)

[Reserved for Future Use] (D)

(D)

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.4 Intentionally Left Blank (S)

(D)

(D)

[Reserved for Future Use] (D)

(D)

(D)

[Reserved for Future Use]

(D)

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.4 Local Transport (cont'd)

H) Non-chargeable Optional Features (S)

1) Supervisory Signaling
DX Supervisory Signaling arrangement
- Per Transmission Path
SF Supervisory Signaling arrangement
- Per Transmission Path
E&M Type I Supervisory Signaling arrangement
- Per Transmission Path
E&M Type II Supervisory Signaling arrangement
- Per Transmission Path
E&M Type III Supervisory Signaling arrangement
- Per Transmission Path

2) Signaling System 7
- Per signaling connection arranged

3) 64 kbps Clear Channel Capability
- Per Transmission Path

4) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company
- Per Transmission Path

J) Service Rearrangement (S)

| | Non-Recurring |
|---|---|
| Change in Point Code | $200 |

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.5 Local Switching

A) Common Switching Optional Features/Basic Service Elements

Service Class Routing
(Available with FGD)
- Per Transmission Path Group

Alternate Traffic Routing
Multiple Customer Premises Alternate Routing
(Available with FGD)
- Per Transmission Path or Transmission Path Group

End Office Alternate Routing When Ordered in trunks
(Available with FGD)
- Per Transmission Path or Transmission Path Group

International Carrier Option
(Available with FGD)
- Per End Office and Access Tandem

SECTION 8 – RATES AND CHARGES

8.1 Rates and Charges (cont'd)

8.1.5 Local Switching (cont'd)

B) Transport Termination Options

Trunk Side Terminations:
Standard Trunk for Originating, Terminating or Two-way Operation
(Available with FGD)

Operator Trunk, Full Feature Arrangement
(Available with FGD)

Operator Trunk, Assist Feature Arrangement
(Available with FGD)

C) SS7 Signaling Option

Calling Party Number
(Available with FGD)

Charge Number
(Available with FGD)

Carrier Selection Parameter
(Available with FGD)

Access Transport Parameter
(Available with FGD)

(C, R)

| D) Dedicated Tandem Port | Direct Per DS1 | Indirect Per MOU |
|---|---|---|
| IL, OH, WI, MI, IN | $62.36 | $0.000288704 |
| MO, KS, OK, TX, AR | $32.16 | $0.000148889 |
| AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY | $72 | $0.000333333 |
| CA | $88 | $0.000407407 |
| NV | $28.80 | $0.000133333 |
| DC, DE, MA, MD, NJ, NY, PA, RI, VA, WV, ME, NH, VT, CT | $300 | $0.001388889 |
| AL, FL, GA, KY, LA, MS, NC, SC, TN | $148 | $0.000685185 |
| AK | $25 | $0.000115741 |
| HI | $192 | $0.000888889 |

(C, R)

SECTION 8 – RATES AND CHARGES

8.2 Miscellaneous Services

8.2.1 Presubscription

A) Authorized PIC Change

Changing PIC to which an End User is presubscribed

| | Non-Recurring Charge |
|---|---|
| Manual | $5.00 |
| Automatic (no intervention by customer care) | $0.00 |

B) Unauthorized PIC Change

| | Non-Recurring Charge |
|---|---|
| Per event | $30.00 |

SECTION 8 – RATES AND CHARGES

8.2 Miscellaneous Services

8.2.2 Additional Labor Charges

| Additional Labor Periods | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| All States | $125 | $25 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Overtime, outside of normally scheduled working hours per engineer | | |
| All States | $150 | $30 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Installation or Repair Overtime, outside of normally scheduled working hours on a scheduled work day per technician | | |
| All States | $125 | $25 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Installation or Repair Premium Time, outside of normally scheduled work day per technician | | |
| All States | $125 | $25 |

SECTION 8 – RATES AND CHARGES

8.2 Miscellaneous Services (cont'd)

8.2.2 Additional Labor Charges (cont'd)

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Stand By Basic Time, outside of normally scheduled work hours, per technician | | |
| All States | $125 | $25 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Stand By Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | | |
| All States | $125 | $25 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Stand By Premium Time, outside of normally scheduled work day, per technician | | |
| All States | $150 | $30 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Testing and Maintenance Basic time, normally scheduled work hours per technician | | |
| All States | $100 | $25 |

SECTION 8 – RATES AND CHARGES

8.2 Miscellaneous Services (cont'd)

8.2.2 Additional Labor Charges (cont'd)

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Testing and maintenance Overtime, outside of normally Scheduled working hours on a scheduled work day per technician | | |
| All States | $125 | $30 |

| | First Half Hour or Fraction Thereof | Each Additional Half Hour or Fraction Thereof |
|---|---|---|
| Premium time, outside of normally scheduled work day per technician | | |
| All States | $150 | $30 |

SECTION 8 – RATES AND CHARGES

8.2 Miscellaneous Services (cont'd)

8.2.3 Billing and Collection Services

(A) Billing Name and Address Service

| | Recurring charge | |
|---|---|---|
| Service Establishment | $250 | |
| Query charge – Per TN | $0.20 | |
| Automatic Number Identification -Per attempt | $0.0121 | |
| Recording per customer message | $0.0081 | |

8.2.4 8YY Data Base Service

| | | |
|---|---|---|
| Customer Identification -Per query in below jurisdiction | | |
| CA, NV | $0.0002 | (R) |
| AR, KS, MO, OK, TX | $0.0002 | (R) |
| AL, FL, GA, KY, LA, MS, NC, SC, TN | $0.0002 | (R) |
| IL, IN, MI, OH, WI | $0.0002 | (R) |
| AZ, CO, IA, ID, MN, MT, ND, NE, NM, OR, SD, UT, WA, WY, | $0.0002 | (R) |
| CT (Verizon), DC, DE, MA, MD, NJ, NY, PA, RI, VA | $0.0002 | (R) |
| ME, NH, VT | $0.0002 | (R) |
| WV | $0.0002 | (R) |
| CT (Frontier) | $0.0002 | (R) |
| AK | $0.0002 | (R) |
| HI | $0.0002 | (R) |

8.2.5 Payphone Dial-Around Compensation

| | |
|---|---|
| -Per toll free call | $0.65 |

8.2.6 End User Common Line Charge

| | |
|---|---|
| Per DSO | $0.87 |
| Per ISDN PRI | $20.01 |