# REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

# GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES

# FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN

# THE STATE OF NEW HAMPSHIRE

This tariff schedule contains the terms, conditions and rates applicable to the furnishing of switched access service provided by Peerless Network of New Hampshire, LLC with principal offices at 222 South Riverside Plaza, Suite 2730, Chicago, IL 60606. This tariff applies for services furnished within the State of New Hampshire. Copies may be inspected, during normal business hours, at the Company's principal place of business.

## CHECK SHEET

The title page and pages inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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## EXPLANATION OF SYMBOLS

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

C To signify a changed regulation or rate structure
D To signify a deletion
I To signify an increased rate
N To signify new material
R To signify a reduced rate.
T To signify a change in text but no change in rate or regulation.

## APPLICATION

This tariff sets forth the services offerings, rates, terms and conditions applicable to Peerless Network of New Hampshire, LLC (Company) furnishing intrastate, IntraMSA and InterMSA communications services.

The Access Services hereinafter referred to as “Access Services”, “Switched Access Services” or “Services” of Company are furnished for the use of end-users in placing and receiving local telephone calls within the Service Area.

The provision of Access Services is subject to existing regulations, the terms and conditions specified in this Tariff, or, where applicable, in the service contract between the Customer and the Company. Such provision of Services may be revised, added to or supplemented in accordance with applicable rules.

When Access Services are provided in conjunction with other intrastate or interstate services, those other services remain subject to applicable regulations, the terms and conditions specified in the company's current applicable tariffs, and the provisions of the service contract between the Customer and the Company (if any) as revised, added to or supplemented.

## SECTION 1 - DEFINITIONS

Access Services
The Company's intrastate 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, as interpreted by applicable law.

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

Automatic Number Identification (ANI)
A multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

Calling Party Number (CPN)
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 intrastate communication by wire or radio, between two or more exchanges.

Common Channel Signaling Network
Digital data network carrying signaling, routing and control information that interfaces with the telecommunications network.

Company
The company that issued tariff, Peerless Network of New Hampshire, LLC.

Customer
The person, firm, government agency or entity, partnership, association, joint-stock company, trust or corporation that orders from, uses or subscribes to the services in this tariff.

## SECTION 1 - DEFINITIONS (CONT'D.)

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.

End Office Switch

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

End User

A customer of the Company's local exchange service who is not a carrier. End users can include a business, company 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.

FCC

The Federal Communications Commission

Grandfathered

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

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.

**SECTION 1 - DEFINITIONS (CONT'D.)**

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

The ability to move telephone numbers from one service provider to another.

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 exchange telephone companies are involved in the provisioning and billing of telecommunications service.

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.

## SECTION 1 - DEFINITIONS (CONT'D.)

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)

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

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 or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from 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.

**SECTION 1 - DEFINITIONS (CONT'D.)**

State Commission

The State agency responsible for the regulation of telecommunications service within a particular state's borders.

Tandem Transit or third party Tandem Transit

An arrangement that provides indirect Interconnection, via a third party's tandem, that is used by the Company and the Customer for the reciprocal exchange of Local and IntraLATA Toll Traffic between their respective networks and/or service.

Terminating Carrier

The carrier who terminates a call to the carrier's end user a call 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 offices, 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 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of Facilities

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

2.1.3 Terms and Conditions

(A) Service 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

(C) In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in addition to other relief a court may award, if the Company prevails in the action.

(D) This tariff shall be interpreted and governed by the laws of the State of New Hampshire and the rules and orders of the New Hampshire Public Service Commission, without regard for its choice of laws provision.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

(E) The installation and restoration of Telecommunications Service Priority (TSP) system services shall be subject to the Federal Communications Commission's rules and regulations.

(F) The Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine maintenance and major network reconfiguration or switch changes.

2.1.4 Liability of the Company

(A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

(C) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

(G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent or trademark arising from the Customer's own communications.

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

(I) The Company Nor Its Affiliates, Officers, Directors, Employees, Agents Or Assigns, 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.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.1 Undertaking of the Company

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, any customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) 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:

(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.

2.1.7 Ownership of Facilities

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.2 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, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a 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.

(E) The above list is not meant to be all inclusive and may change due to an order or decision from a regulatory agency, from a court of competent jurisdiction or by a decision of the company.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

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

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

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.3 Obligations of the Customer (Cont'd.)

2.3.3 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. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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. 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.

(B) 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 below.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

(C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected 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 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

(D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(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.

(E) 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.

(F) 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.

(G) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

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

2.4.2 Inspections

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

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.5 Payment Arrangements

2.5.1 Payment for Service

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

(A) Taxes

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

(B) Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.5.2 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 15 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 15 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 considered to have 30 days.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.5 Payment Arrangements (cont'd.)

2.5.2 Billing and Collection of Charges (cont'd.)

(D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available 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.

(F) 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.

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

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

(I) Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty four (24) months from the date of discovery of the un-billed charges.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.5 Payment Arrangements (cont'd.)

2.5.3 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, order 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 2.5.3(A) or 2.5.3(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 2 – REGULATIONS (CONT'D.)**

2.5 Payment Arrangements (cont'd.)

2.5.4 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. Notice should be sent to:

Peerless Network, INC
222 S Riverside Plaza, Suite 2730
Chicago, IL 60606
Attn: Customer Care

2.5.5 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 as set forth in Section 2.5.5.

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).

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.4 following, Access Order Modifications.

2.5.7 Customer Overpayment

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.6 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.6.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.6 Allowances for Interruptions in Service (cont'd.)

2.6.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

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

Interruptions of 24 Hours or Less

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

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

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

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.6 Allowances for Interruptions in Services (cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(B) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) Interruptions due to the failure or malfunction of non-Company equipment;

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

(E) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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

(G) Interruption of service due to circumstances or causes beyond the control of Company.

(H) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a customer.

2.6.3 Cancellation For Service Interruption

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

**SECTION 2 – REGULATIONS (CONT'D.)**

2.7 Application of Rates

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

2.7.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

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

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives the set up message to initiate the call set up.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.7 Application of Rates (cont'd.)

2.7.2 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.8 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 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 2 – REGULATIONS (CONT'D.)**

2.9 Identification and Rating of 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 Tariff FCC No. 4.

(C) 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.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.9 Identification and Rating of VOIP Traffic (cont'd)

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

(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.

(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%) = 52%. The Company will bill 52% 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.

**SECTION 2 – REGULATIONS (CONT'D.)**

2.9 Identification and Rating of VOIP Traffic (cont'd)

(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.

(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 3 – ACCESS SERVICES

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. The minimum interconnection level with the Company's network and services is at a DS1 level.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, either tandem or end office, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "866", "888", or "877", for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.1 Access Service Order

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 as follows:

- 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.

3.1.2 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,

(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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd)

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. (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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd)

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 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.

For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8YY Data Base Service, the Customer shall so specify on the order for service.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.3 Access Order Service Date Intervals

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

(A) Standard Interval

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

| Trunk Groups | Standard Interval |
|---|---|
| 1 to 4 Trunks | 28 Days |
| 5 to 24 Trunks | 30 Days |

(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 except as set forth in (C) following.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.3 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 a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

| | Maximum Interval |
|---|---|
| Initial establishment of service where Customer is: | |
| - Not yet provided with any Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service in the LATA | 90 Days |

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

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

(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. 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 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 canceled.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

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

(C) Advance Order Interval (Cont'd.)

(1) Advance Payment (cont'd.)

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 canceled will not be credited or refunded.

3.1.4 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 CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.5 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 services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (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.

(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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.6 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) A change in Switched Access Service Interface Group.
(4) A change in Switched Access Service traffic type.
(5) A change in STP Access link.
(6) A change in STP Port.
(7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
(8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

3.1.6.1 Minimum Period Charges

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

For Switched Access Service, the charge for a month or fraction thereof is 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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.7 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection.

For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

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

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.7 Nonrecurring Charges (cont'd.)

(b) Moves to a Different Building

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

3.1.8 Network Blocking Charge

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

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3 following, for each overflow in excess of ordered capacity.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.9 Rate Categories

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)

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.9 Rate Categories

(A) 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.

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.

3.1.10 Switched Access Services

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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(A) Switched Transport (cont'd.)

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in 2.5.5 preceding.

(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.

(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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(A) Switched Transport (cont'd.)

(3) Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features.

- 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.

(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 includes the Local Switching, Carrier Common Line and Common Port rate elements. In addition, certain end office optional features are provided at charges set forth in Section 5.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(B) End Office (cont'd.)

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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(B) End Office (cont'd.)

3. Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(A) Limitations

- A telephone number is not provided with Carrier Common Line.
- Detail billing is not provided for Carrier Common Line.
- Directory listings are not included in the rates and charges for Carrier Common Line.
- Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(B) End Office (cont'd.)

3. Carrier Common Line (cont'd.)

(B) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5 following.

(C) Obligations of the Customer

(1) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(2) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

(D) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3 following, is not subject to a Carrier Common Line charge.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(B) End Office (cont'd.)

3. Carrier Common Line (cont'd.)

(E) Rate Regulations

(1) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.

(2) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(C) Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements.

(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.

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

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

(b) The Tandem-Switched 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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.10 Switched Access Service (cont'd.)

(C) Tandem Switching (cont'd.)

(1) Tandem-Switched Transport Services (cont'd.)

(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. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports. In addition, common multiplexing includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

(2) 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.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.11 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. 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 end users of its toll free service for any dial around compensation costs the Company may incur.

(1) Customer Identification Charge

The Toll Fee Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in New Hampshire.

(2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.11 Other Rate Categories (cont'd.)

(B) Local Exchange Service (Reciprocal Compensation)

1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of New Hampshire.

2) Description

Local Exchange Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of New Hampshire and terminate to the Company's end users in the State of New Hampshire. Local Exchange Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of New Hampshire and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Service provides a transmission path between the POI and the Company's end user. In the absence of negotiated arrangements between the Company and a common carrier, the Company's reciprocal compensation arrangements to common carriers will be no higher than those of the incumbent carrier providing service in the region.

3) Obligations of the Local Exchange Provider

(a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

(b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.11 Other Rate Categories (cont'd.)

(B) Local Exchange Service (Reciprocal Compensation) (cont'd.)

4) Rating of Local Exchange Service
For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

5) Rate Regulations
Local Exchange Service will consist of the following rate categories.

(a) Terminating Usage
The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in Section 5 following, for the completion of calls from an authorized local exchange provider end-user to a Company end-user. Any calls completed to the Company that were originated from the incumbent local exchange carrier in a given LATA and delivered by the incumbent directly to the Company will be billed at the reciprocal compensation, regardless of the point of origination of the call within the LATA.

(b) Direct Trunked Transport
Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5 of this tariff. A Customer may use a single Direct Trunk in conjunction with Local Exchange Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.1 Access Services (cont'd.)

3.1.11 Other Rate Categories (cont'd.)

(B) Local Exchange Service (Reciprocal Compensation) (cont'd.)

5) Rate Regulations (cont'd.)

c) Service Orders
The Service Order charges as specified in Section 5of this tariff will apply on a per order basis.

d) Other Standard Charges
Standard charges set forth in Section 5 do not apply to Local Service, except for the specific rate elements identified in (b) and (c) above.

3.2 Miscellaneous Services

3.2.1 Presubscription

(A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. 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 5, applies.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.2 Miscellaneous Services (cont'd.)

3.2.1 Presubscription (cont'd.)

(B) 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 Local Exchange Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5, applies. This charge is billed to the end user that is the subscriber to the Local Exchange Service and applies only for selection of an IC which provides only intrastate service.

3.2.2 Number Portability

(A) General

Number Portability is a service arrangement provided by the Company to subscribers of the Company's Local Exchange Access Service. Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the customer remains at the same location. Number Portability utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier. Number Portability provides a single call path for the forwarding of no more than one simultaneous call to the forwarding call number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at an additional charge.

**SECTION 3 – ACCESS SERVICES (CONT'D.)**

3.2 Miscellaneous Services (cont'd.)

3.2.2 Number Portability (Cont'd.)

(A) General (Cont'd.)

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

(B) Rate Regulations

Number Portability will consist of the following rate categories.

1) Service Orders

Service Order charges as specified in Section 5 of this tariff may apply on a per order basis.

## SECTION 4 – BILLING SERVICES

4.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Group D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

For Feature Group D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

4.2.1 Undertaking of the Company

(A) The Company will record all customer messages carried over Feature Group D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.

(B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

(C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail are retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

4.2.1 Undertaking of the Company (cont'd.)

(C) (cont'd.)

Customer and make it available again for the Customer. The charges as set forth in 5.3.1 following will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

4.2.2 Liability of the Company

Notwithstanding 4.2.1 preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set for in (A) and (B), preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

4.2.3 Obligations of the Customer

(A) The Customer shall order Recording Service under a Special Order. The Customer shall order Recording Service at least one month prior to the date then the Customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision

(A) Notice and Scope

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

(1) Upon forty five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month billing period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this tariff.

(2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.

(3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(A) Notice and Scope (cont'd.)

(4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.

(5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

(B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

(C) Requests for Examinations

(1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(C) Requests for Examinations (cont'd.)

(2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

(D) Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

(E) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is proved and for which charges apply is one month.

(F) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the Special Order is to be canceled. Their verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recording to start. When a Customer cancels a Special Order for

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(F) Cancellation of a Special Order (cont'd.)

Recording Service after the order date but prior to the start of service, a Special Order charge and the minimum monthly charges will apply.

(G) Changes to Special Orders

When the Customer requests material changes to a pending Special Order for Recording Service, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. All cancellation charges as set forth in (C) preceding will apply for the canceled Special Order.

4.2.5 Rate Regulations

The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

4.3 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) 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's premises.

## SECTION 4 – BILLING SERVICES (CONT'D.)

4.3 Automatic Number Identification (cont'd.)

4.3.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3 will apply for each ANI record delivered to the Customer.

4.4 Billing Name and Address Service

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

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

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

BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provide by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages.

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

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.4 Billing Name and Address Service (cont'd.)

4.4.1 Undertaking of The Company

(A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

(B) Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service as set forth in 4.1.2 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

(C) The Company will specify the format in which requests and tapes are to be submitted.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.4 Billing Name and Address Service (cont'd.)

4.4.1 Undertaking of The Company (cont'd.)

(D) 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.

(E) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.4.2 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) A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.4 Billing Name and Address Service (cont'd.)

4.4.2 Obligations of the Customer (cont'd.)

(C) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to 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 the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

(D) 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 date, records, files and data bases or other systems it assembles through the use of BNA Service.

(E) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

**SECTION 4 – BILLING SERVICES (CONT'D.)**

4.4 Billing Name and Address Service (cont'd.)

4.4.2 Obligations of the Customer (cont'd.)

(E) (cont'd.)

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. 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. Except 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 (e.g., February, May, August and November). 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 percentages to be the same as those 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 percentages to be the same as those provided in the order for service.

(F) 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 4 – BILLING SERVICES (CONT'D.)**

4.4 Billing Name and Address Service (cont'd.)

4.4.3 Rate Regulations

(A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master List for a Customer.

(B) A charge applies for each request for BNA information for a telephone number provided on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Company will keep a count of the requests and of the messages 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 requests and messages.

(C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

(D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

## SECTION 5 – RATES

5.1 Access Service

5.1.1 Service Orders

| | | Nonrecurring Charge |
|---|---|---|
| (A) | Service Implementation | |
| (1) | Installation Charge<br>-Per circuit | $250 |
| (2) | Access Order Charge<br>-Per Access Request | $100 |
| (B) | Service Date Change<br>-Per Access Order | $100 |
| (C) | Design Change<br>-Per Access Order | $100 |

5.1.2 Switched Access Service (per Access Minute)

| | Originating | Terminating | |
|---|---|---|---|
| Tandem Switching | $0.000503 | $0.001600 | |
| Common Multiplexing | $0.000000 | $0.000000 | |
| End Office Switching | $0.002264 | $0.000000 | (R) |
| Common Trunk Port | $0.001145 | $0.000000 | (R) |
| Transport Termination | $0.000000 | $0.000000 | |
| Transport Facility (per mile) | $0.000003 | $0.000003 | |

Note: The rate for terminating Tandem Switched Transport Access Service (as defined in 47 CFR §51.903(i)) will be $0.0007 per minute when the conditions described in 47 CFR § 51.907(g) exist. (C) (C)

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Service (cont'd.)

5.1.3 Local Transport

(A) Entrance Facility

| | | Monthly Recurring |
|---|---|---|
| (1) | DS1<br>-Per Point of Termination | $150.00 |
| (2) | DS3<br>-Per Point of Termination | $1,700.00 |
| (3) | Installation | Non-recurring Charge (NRC) |
| | -Per DS1 | $500.00 |
| | -Per DS3 | $775.00 |

(B) Direct Trunked Transport

| Facility Mileage | Monthly Rate | Per Mile | NRC |
|---|---|---|---|
| DS1 | $100.00 | $15.00 | $100.00 |
| DS3 | $1,500.00 | $150.00 | $1,000.00 |

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

| | | Rate Per Call Blocked |
|---|---|---|
| (C) | Network Blocking Charge[1] | $0.01 |
| (D) | Chargeable Optional Features | |
| | (1) SS7 Signaling Option Conversion, non-recurring | |
| | -Per First Trunk Converted | $175 |
| | -Per Additional Trunk Converted | $50 |
| | (2) Change in Point Code | |
| | -Per change | $200 |
| (E) | Multiplexing | |
| | DS3 to DS1, per multiplexer | $500 |
| (F) | Dedicated Switch Port | |
| | Per DS1 port | $60 |
| (G) | Cross Connect | |
| | Per connection (DS1 level) | $15 |

[1]Applies to FG D only

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(H) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
-Per Transmission Path

SF Supervisory Signaling arrangement
-Per Transmission Path

E&M Types I, II, & III Supervisory Signaling arrangement
-Per Transmission Path

(2) Signaling System 7
-Per signaling connection arranged

(3) 64 kbps Clear Channel Capability
-Per Transmission Path

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Service (cont'd.)

5.1.4 End Office

(1) Common Switching Chargeable Optional Features

| | Rate |
|---|---|
| Automatic Number Identification/ SS7 Charge Number -Per Attempt | $0.0025 |

(2) Common Switching Non-Chargeable Optional Features

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

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

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

SS7 Signaling Option
-Calling Party Number
(available with FGD)

-Carrier Selection Parameter
(available with FGD)

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(3) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGD)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

(4) Non-Chargeable 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)

**SECTION 5 – RATES (CONT'D.)**

5.1 Access Services (cont'd.)

5.1.5 Toll Free Data Base Access Service

| | | Rate |
|---|---|---|
| (A) | Customer Identification<br>-Per Query | $0.003702 |
| (B) | Toll Free Number Reservation<br>-Per Toll Free Number | $1.00 |

5.2 Miscellaneous Services

5.2.1 Presubscription

| | Non-Recurring Charge |
|---|---|
| Presubscription,<br>-Per Telephone Exchange Service<br>Line or Trunk, Manual | $1.25 |
| -Per Telephone Exchange Service<br>Automatic | $0.00 |

5.2.2 Per-Call Payphone Recovery

| | Recurring Charge |
|---|---|
| per call | $0.50 |

5.2.3 LNP Query

| | |
|---|---|
| per query | $0.002 |

**SECTION 5 – RATES (CONT'D.)**

5.3 Billing and Collection Services

| | Recurring Charge |
|---|---|
| 5.3.1 Recording | |
| -Per Customer Message | $0.025 |
| 5.3.2 Automatic Number Identification | |
| -Per Attempt | $0.020 |
| 5.3.3 Billing Name and Address | |
| Mechanized Transaction | |
| - Service Establishment Charge | $125.00 |
| - Query Charge | |
| Per Telephone Number | $0.20 |

5.4 Transit Traffic Service

| | |
|---|---|
| Per Minute of Use | $0.001604 |