



February 7, 2012
Via Web Filing

Ms. Jocelyn Boyd, Chief Clerk
South Carolina Public Service Commission
101 Executive Center Dr.
Columbia, SC 29210

RE: Hypercube Telecom, LLC

Dear Ms. Boyd:

Enclosed for filing please find the original of the above referenced tariff filing submitted on behalf of Hypercube Telecom, LLC. This filing makes revisions to incorporate the requirements of the Federal Communications Commission Report and Order in WC Docket No. 10-90, etc., FCC No. 11-161 (released Nov 18, 2011) ("FCC Order") regarding the treatment of Toll VoIP-PSTN traffic. The Company respectfully requests an effective date for this filing of February 12, 2012.

The following tariff pages are included with this filing:

1 st Revised Page 1	Update Title Page
1 st Revised Page 2	Updates Check Sheet
1 st Revised Page 6	Moves text
1 st Revised Page 7	Location for moved text, revises Customer definition
1 st Revised Page 8	Adds VoIP-PSTN related definitions; moves text
1 st Revised Page 9	Location for moved text
1 st Revised Page 11	Adds VoIP-PSTN related definitions
1 st Revised Page 12	Removes "in writing" and changes "originating" to "terminating"
1 st Revised Page 16	Moves text
1 st Revised Page 17	Location for moved text
1 st Revised Page 27	Moves text
1 st Revised Page 28	Location for moved text
Original Page 29.1	Adds VoIP-PSTN provisions
Original Page 29.2	Adds VoIP-PSTN provisions
Original Page 29.3	Adds VoIP-PSTN provisions
Original Page 29.4	Adds VoIP-PSTN provisions
Original Page 29.5	Adds VoIP-PSTN provisions
1 st Revised Page 51	Adds VoIP-PSTN provisions to the Rate Section

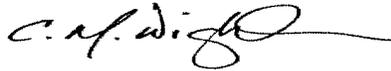
Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3002 or via email to cwightman@tminc.com.

Ms. Jocelyn Boyd, Chief Clerk
South Carolina Public Service Commission
February 7, 2012
Page 2

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Wightman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Connie Wightman
Consultant

cc: Karen Turner, Manager - Regulatory Compliance - Hypercube
Mr. C. Dukes Scott, Executive Director
file: Hypercube - South Carolina - Access
tms: SCa1201

Enclosures
CW/lw

ACCESS SERVICES

REGULATION AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF SOUTH CAROLINA

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

(T)

Issued: February 8, 2012

Effective: February 12, 2012

Tariff Manager
Lancaster, Texas 75146

SCa1201

ACCESS SERVICES

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION	
1	1 st Rev.	*	29	Original	
2	1 st Rev.	*	29.1	Original	*
3	Original		29.2	Original	*
4	Original		29.3	Original	*
5	Original		29.4	Original	*
6	1 st Rev.	*	29.5	Original	*
7	1 st Rev.	*	30	Original	
8	1 st Rev.	*	31	Original	
9	1 st Rev.	*	32	Original	
10	Original		33	Original	
11	1 st Rev.	*	34	Original	
12	1 st Rev.	*	35	Original	
13	Original		36	Original	
14	Original		37	Original	
15	Original		38	Original	
16	1 st Rev.	*	39	Original	
17	1 st Rev.	*	40	Original	
18	Original		41	Original	
19	Original		42	Original	
20	Original		43	Original	
21	Original		44	Original	
22	Original		45	Original	
23	Original		46	Original	
24	Original		47	Original	
25	Original		48	Original	
26	Original		49	Original	
27	1 st Rev.	*	50	Original	
28	1 st Rev.	*	51	1 st Rev.	*
			52	Original	
			53	Original	

* Indicates pages included in this filing.

ACCESS SERVICES

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

CMRS: Commercial Mobile Radio Service.

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

Commission: The South Carolina Public Service Commission.

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(M) - Certain material previously located on this page is now found on Page 7.

(M)

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

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

(M)

Company: Hypercube Telecom, LLC, issuer of this tariff.

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

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

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

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(M) - Material found on this page was previously located on Page 6.

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customers situation.

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

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

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

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ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

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

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

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

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

Meet Point: A point of interconnection that is not an end office or tandem.

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(M) - Material found on this page was previously located on Page 8.

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

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

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

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

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

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

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

VoIP Provider: Any individual association, corporation, governmental agency, or any other entity that is providing voice over internet protocol. The VoIP provider may or may not be certified by the South Carolina Public Service Commission.

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

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

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Hypercube Telecom, LLC

2.1.1 Scope

Hypercube Telecom, LLC services offered pursuant to this tariff are furnished for Switched Access Service. Hypercube Telecom, LLC may offer these services over its own or resold facilities.

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

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

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

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

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of Hypercube Telecom, LLC (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

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

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ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (Cont'd.)

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

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

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

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ACCESS SERVICES

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (Cont'd.)

G. For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

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ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic (N)

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification and billing of VoIP-PSTN Traffic pursuant to the FCC's Intercarrier Compensation Report and Order in WC Docket Nos. 10-90, et. al., FCC No. 11-161 (Nov. 18, 2011) ("FCC ICC Order"). Pursuant to the FCC ICC Order, the Company shall apply interstate access charges to VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Order in a symmetrical manner.

B. Methodology Options

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

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

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

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

(N)

C. Initial Methodology

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

If the Customer has neither selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in subsection E, following of this tariff, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection E, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

(N)

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

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

D. Rating of Toll VoIP-PSTN Traffic

The relevant Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed Toll VoIP-PSTN Traffic rates as specified in Section 4.4.4 of this tariff.

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

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

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total 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 PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.
2. The Company will, likewise calculate a factor (the "PVU-B") representing the whole number percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the whole number percentage of total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

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

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

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

Example 1:

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

Example 2:

The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3:

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

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

(N)

(N)

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

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

F. Initial PVU Factor

If the PVU factor cannot be implemented by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, the initial PVU will be set as specified above.

G. PVU Factor Updates

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

H. PVU Factor Verification

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

(N)

(N)

