
EXCHANGE ACCESS SERVICES

TITLE PAGE

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
FOR THE PROVISION OF**

EXCHANGE ACCESS SERVICES

FURNISHED BY

**BELLSOUTH LONG DISTANCE, INC.
D/B/A
AT&T LONG DISTANCE SERVICE**

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This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service by BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, subject to the jurisdiction of the Public Service Commission of South Carolina ("Commission").

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This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, located at 2180 Lake Boulevard NE, Suite/Floor 5C48, Atlanta, Georgia 30319-6004. The Company's toll free number for the principal place of business is (800) 316-9385.

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EXCHANGE ACCESS SERVICES

CHECK SHEET

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1	1 st Rev.	*	26	Original	51	Original
2	1 st Rev.	*	27	Original	52	Original
3	Original		28	Original	53	Original
4	Original		29	Original	54	Original
5	Original		30	Original	55	Original
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EXCHANGE ACCESS SERVICES

APPLICATION OF PRICE LIST

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and point-to-point service by BellSouth Long Distance, Inc. (hereinafter "the Company").

EXPLANATION OF SYMBOLS

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

- (C)** - To signify changed regulation
- (D)** - To signify discontinue rate or regulation
- (I)** - To signify increased rate
- (M)** - To signify a move in the location of text
- (N)** - To signify new rate or regulation
- (R)** - To signify reduced rate
- (S)** - To signify reissued matter
- (T)** - To signify a change in text but no change in rate or regulation

EXCHANGE ACCESS SERVICES

ABBREVIATIONS

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

- ANI** - Automatic Number Identification
- ASR** - Access Service Request
- BNA** - Billing Name and Address
- CIC** - Carrier Identification Code
- CCS** - Common Channel Signaling
- ESP** - Enhanced Service Provider
- FGD** - Feature Group D Access
- FOC** - Firm Order Confirmation
- IC** - Interexchange Carrier or Interexchange Common Carrier
- ICB** - Individual Case Basis
- IXC** - Interexchange Carrier
- LATA** - Local Access and Transport Area
- LIDB** - Line Information Data Base
- SS7** - Signaling System 7

EXCHANGE ACCESS SERVICES

SECTION 1.0 - 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 the Company to an individual customer. The seven-digit code has the form 950-XXXX or 101XXXX.

Access Minutes - The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating End User's call is delivered by the Company and acknowledged as received by the IC's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Order - The term "Access Order" denotes a request for service received by the Company from a Customer or End User or End User's authorized agent.

Access Order Charge - The Access Order Charge is applied to all customer requests for new, additions, changes or rearrangements to existing Special and Switched Access Service.

Access Service - Access to the network or facilities 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 - An Exchange Carrier's switching system that provides a concentration and distribution function for originating and terminating traffic between switching centers and Customers' premises.

Advance Payment - Payment of all or part of a charge required before the start of service.

Alternate Access - Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Intrastate Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Answer/Disconnect Supervision - The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer point of connection for terminating calls to the exchange as an indication that the called party has answered or disconnected.

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 acts or omissions, to use Access Services.

Billing Name and Address (BNA) Service - "BNA Service" denotes the provision to an intrastate telecommunications service provided by the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company.

Bit - The smallest unit of information in the binary system of notation.

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier.

Carrier Identification Code - The term "Carrier Identification Code" (CIC) denotes a unique access identification code that is assigned to an Interexchange Carrier for use with Feature Group D Access.

Channel(s) - An electrical or a photonic communications path, in the case of fiber optic based transmission systems, between two or more points of termination.

Channelize - The term "channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

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.

Company - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, which is the issuer of this tariff. (T)

Commission - Refers to the Public Service Commission of South Carolina.

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Conventional Signaling - The inter-machine signaling system traditionally used in North America for the purpose of transmitting the called number's address digits from the originating switching center which sets up the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Premises - Location designated or used by the Customer for the provision of Access Service.

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

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

800 Data Base Access Service - The term "800 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. The term 8XX is used interchangeably with 800 Data Base Service throughout this tariff to describe this service.

End User - Any individual, partnership, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Enhanced Service Provider (ESP) - An ESP provides enhanced and/or information services which are defined as those services offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the End User's transmitted information; provide the End User additional, different, or restructured information; or involve end user interaction with stored information.

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

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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.

Hub - The Company office where all customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Immediately Available Funds - The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IC) 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.

Intrastate Communications - The term "Intrastate Communications" denotes any communications in South Carolina subject to oversight by the Public Service Commission of South Carolina as provided by the laws of the State.

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps - Kilobits, or thousands of Bits, per second.

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the US 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 billing 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

Mbps - Megabits, or millions of Bits, per second.

Meet Point Billing - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that the Exchange Carriers involved in providing a portion of the Access Service agree to bill under their respective tariff/tariff.

Minutes of Use - See Access Minutes.

Network - The Company's switches and facilities located in the Continental United States. Such switches and facilities may be owned, leased or otherwise controlled by the Company.

Network Services - The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed or acted on by the Company.

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Off-Hook - The active condition of Switched Access on a telephone exchange service line.

On-Hook - The idle condition of Switched Access on a telephone exchange service line.

Originating Access - Denotes the use of Access Service for the origination of calls from the End User to the IC.

Out of Band Signaling - An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Point of Termination - The term "Point of Termination" denotes the point of demarcation, within an IC-designated premises at which the Company's responsibility for the provision of Access Services ends.

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

Premises - The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IC) or Carriers it wishes to access, without an Access Code, for completing interLATA calls. The selected IC(s) are referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select any IC that orders FGD Switched Access Service at the local switching center that serves the End User.

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

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order Section of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. 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 Customer used the service or facility.

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an ASR by the Customer and acceptance thereof by the Company which initiates the respective obligations of the parties as set forth therein and pursuant to this tariff. The duration of the service is calculated from the Service Commencement Date.

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

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several customers.

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).

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

EXCHANGE ACCESS SERVICES

SECTION 1.0 - DEFINITIONS, (CONT'D.)

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

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.

Terminating Access - Denotes the use of Access Service for the completion of calls from an IC terminal location to an End User's premises.

Termination Liability Charge - The term "Termination Liability Charge" when used in connection with specially constructed facilities denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period. The term "Termination Liability" as used in connection with the application of termination charges for access services denotes the discontinuance, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause, of service or facilities (including channels and station equipment) provided by the Company.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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

Trunk Group - Set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company does not undertake to transmit messages under this tariff.

The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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.

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 services as required at the sole discretion of the Company. Services may be limited to a single wire center, exchange or LATA.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.2 Limitations****(A) Assignment or Transfer of Service**

The Customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within fifteen (15) days from receipt of written notification

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.2 Limitations, (cont'd.)****(B) Use and Restoration of Service**

The use and restoration of services 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, in writing, 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 thirty (30) days.
- (B)** Customers may be required to enter into written contracts and/or Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged; the duration of the services; and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. Customers originating or terminating traffic on the Company's facilities without a written Service Order will be deemed, by nature of their intent to utilize the Company's facilities, to have relinquished their rights relating to the issuance of a Service Order.
- (C)** At the expiration of the initial term specified in each contract and/or Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions, (cont'd.)**

- (D) This tariff shall be interpreted and governed by the rules and regulations of the Public Service Commission of South Carolina.
- (E) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to 2.1.3(F) below.
- (F) The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only accepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- (A) The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- (B) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 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 the acts or omissions or negligence of the Company's employees or agents.
- (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, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military Commission; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; acts of terrorism, unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- (D) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers with facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers or warehousemen.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- (E) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (F) The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- (G) The Company shall not be liable for any defacement of or damage to the Customer's 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- (H)** Notwithstanding the Customers obligations as set forth in Section 2.3, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from the Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; and patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided pursuant to this tariff.

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

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (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 a 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 losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Service at such locations.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- (N) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitations, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6, and that the signals do not damage Company equipment, injure Company personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment an/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- (O) The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- (P) With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting Carrier, the Company's liability for the interruption or failure of the Service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- (Q) Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the Customer and the Customer shall be liable for any such tax, interest, penalties and surcharge, and the Customer shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the Customer disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the Customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.
- (R) The Company's liability, if any, for its willful misconduct is not limited by this section of this tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, Network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the Service for the period during which the Service was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data or telecommunications network.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- (S) Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.
- (T) The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual date requirements shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.
- (U) The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.
- (V) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer or End User against claims of patent infringement arising solely from the use by the Customer or End User of services offered under this tariff and will indemnify such Customer or End User for any damages awarded based solely on such claims.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service Affecting Activities**

The Company will provide the Customer with reasonable notification of service-affecting activities that may occur in the normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facility additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but may affect many Customers' Services. No specific advance notification period is applicable to all service affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned Service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (cont'd.)**

- (D) Equipment the Company provides or installs at the Customer's Premises for use in connection with Services shall not be used for any purpose other than that for which the Company provided it.
- (E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission.
 - (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 Provision and Ownership of Telephone Number

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

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Special Assemblies and Customized Pricing Arrangements

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the Service or where, because of the Customer's particular situation, pricing for the Service is offered at other than standard tariff rates. The unique Service or pricing can be provided via a Special Assembly or Customized Pricing Arrangement ("CPA") as appropriate.

2.1.10 Ownership of Facilities

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

2.1.11 Notification of Customers

The Company is not responsible for End User notification in those instances where the Customer's End Users are unable to originate or terminate a toll call on the Network due to Customer non-payment or disconnection of Access Service.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The Services shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and with the Commission and FCC regulations, policies, orders, and decisions; and is certified with the appropriate State entity.
- 2.2.3** The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others; or impairs the service to others; or impairs service over any facilities of the Company, its affiliated companies, a connecting Carrier involved in the Company's services; or causes damage to the Company's plant or the plant of others; or impairs the privacy of any communications; or creates a hazard to anyone.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff, whether ordered by a Service Order, originated from a customer location or terminated directly to the Company's facilities;
- (B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, Customer's users, agents or representatives; or the noncompliance by the Customer, Customer's users, agents or representatives with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company, will upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogate in the Company's right of recovery of damages to the extent of such payment;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises. The Customer shall also make the necessary arrangements in order that the Company will have access to such spaces at reasonable times for testing, installing, repairing or removing Company services;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Customer Responsibilities, (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section 2.3.1(D); and granting or obtaining permission; and
- (G) any facilities and equipment owned by the Company and utilized in the provision of service to the Customer shall be returned to the Company by the Customer or End User, whenever requested, within a reasonable period following such request in as good condition as reasonable wear will permit.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

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

- (A) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees, agents, contractors and representative of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, contractors or representatives;
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- (C) the Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or demands, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death, or personal injury unless such suits or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switched Access Service, the Customer's projected Percent Interstate Usage (PIU) factors must be provided in whole numbers to the Company. These whole number factors will be used by the Company to apportion the use and/or charges between the interstate and intrastate jurisdictions for calls where the jurisdiction cannot be determined until a revised report is received as set forth herein. The PIU will be subtracted from 100 and the difference will be the intrastate usage percentage which will be used in the calculation of intrastate charges.

(A) Originating Access

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

- (1)** For Feature Group D Switched Access Service(s), as defined in Section 5.2.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.
- (2)** For 8XX access, the Customer must provide the Company with a projected interstate percentage (PIU) of originating access minutes.
- (3)** If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis utilizing a factor determined by the Company.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)****(B) Terminating Access**

For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 2.3.3(C). If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis utilizing a factor determined by the Company.

- (C)** The Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)**

(D) Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (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's local switching center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume a default value determined by the Company.

(E) Jurisdictional Reports Verification

(1) For Switched Access Service, when a billing dispute arises or a regulatory authority 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 thirty (30) days of the Company's written request.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)****(E) Jurisdictional Reports Verification, (cont'd.)**

- (2) The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon written request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The written request will be considered the initiation of an audit. The Customer shall provide the call detail records within thirty (30) days of the initiation of an audit. The Company will audit data from one quarter unless a longer period is mutually agreed to by both parties.

If the Customer does not provide the requested data to the Company or independent auditor within thirty (30) days of the notice of audit, the Customer will be deemed in violation of this tariff and subject to the "Refusal and Discontinuance of Service" provisions in Section 2.5.6(J).

Audits may be conducted by (a) an independent auditor under contract by the Company; (b) a mutually agreed upon independent auditor; or (c) an independent auditor selected and paid by the Customer. If the Customer selects option (c), the selected auditor must certify that the audit was performed following FCC procedures for measuring interstate and intrastate traffic as established by FCC orders, and provide the Company a report with supporting documentation to verify such procedures. In the event that the Customer's auditor is agreed upon to perform the audit, the auditor shall produce an attestation audit report upon completion of the audit.

The Company reserves the right to conduct an audit at any time during the year.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)****(F) Audit Results**

- (1)** Audit results will be furnished to the Customer via Certified U.S. Mail (return receipt requested). The Company will adjust the Customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit was completed, the usage for the quarter prior to completion of the audit, and to the usage for the two quarters following the completion of the audit. After that time, the Customer may report a revised PIU pursuant to Section 2.3.3(C). If the revised PIU submitted by the Customer represents a deviation, five percentage points or more, from the audited PIU, and that deviation is not due to identifiable reasons, the provision in Section 2.3.3(C) will be applied.
- (2)** Both credit and debit adjustments will be made to the Customer's interstate and intrastate access charges for the specified period to accurately reflect the usage for the Customer's account consistent with Section 2.5.2.
- (3)** If, as a result of an audit conducted by an independent auditor, under contract to the Company, and Customer is found to have overstated the PIU by twenty percentage points or more, the Company shall require reimbursement from the Customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds thirty (30) days from receipt and shall carry a late payment penalty as set forth in Section 2.5.4.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)****(G) Contested Audits**

- (1)** When a PIU audit is conducted by an independent auditor selected by the Company, the audit results will be furnished to the Customer by Certified U.S. Mail (return receipt requested). The Customer may contest the audit results based on substantive cause by providing written notification, by Certified U.S. Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the audit report is furnished to the Customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the Customer the audit results will be furnished to the Company by Certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the Customer within thirty (30) calendar days from the date the audit report is furnished to the Company by Certified U.S. Mail.
- (2)** Contested audits may be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option provided in addition to the Customer's existing right to file a complaint or legal action in a court of law or at the Commission for resolution of the dispute. The arbitration hearing will be conducted in Atlanta, Georgia, or a state and location within the nine-state BellSouth region that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitration shall determine the Customer's PIU.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)****(G) Contested Audits, (continued)**

- (3) Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.
- (4) Absent written notification, within the time frame noted in Section 2.3.3(F)(1), the Customer must comply with the provision set forth in Section 2.3.3(E). If the Customer fails to comply with these provisions, the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the Customer as specified in Section 2.5.6(J).

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

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

2.4.2 Station Equipment

- (A) The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruption as set forth in Section 2.6 is not applicable.
- (B) The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- (A) Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(A) and (B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (B) If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

(A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

Unless otherwise specified in this Pricing Guide, any such taxes and fees are in addition to rates as quoted in this Pricing Guide and are included as separate line items on the Customer's bill.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.1 Payment for Service, (cont'd.)**

- (B) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on intrastate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of intrastate access charges in that state. The surcharge will be shown on a separate line item on the Customer's monthly invoice. Such surcharge will not be imposed on Customers who furnish the Company with the appropriate certification indicating the Customer's exemption from gross receipts taxes.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

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

- (A) Non-Recurring Charges are due and payable within thirty (30) days of the invoice date. The Company shall present invoices for Non-Recurring Charges monthly to the Customer.
- (B) The Company shall present invoices to the Customer monthly in advance for non-usage sensitive Recurring Charges prior to the month in which service is to be provided, and monthly invoices in arrears for usage sensitive charges. Recurring and usage sensitive charges shall be due and payable within thirty (30) days of the invoice date.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) When the Customer's total nonrecurring, recurring and usage charges are less than \$200.00 in a billing period, the Company, at its option, may withhold billing for that period and any subsequent periods until total accumulated charges for all such billing periods exceed \$200.00.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- (F) Amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable installation charges.

- (G) In the event of a billing dispute, the company will resolve such dispute and assess credits or late payment fees to the Customer as follows:

- (1) The Customer must submit a documented claim for the disputed amount. The Company and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute and reasonably available to the Customer. This data may include, but is not limited to, summarized usage data by time-of-day. The request for such additional information shall not affect the dispute date as originally established.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)****(G) (continued)**

- (2) The dispute date is the date the Customer presents sufficient documentation to support the claim. Sufficient documentation consists of the following information, where such information is relevant to the dispute and reasonably available to the Customer.

(a) Switched Access Recurring Charges

- The nature of the dispute (i.e., incorrect rate, etc.), including the basis for the Customer's belief that the bill is incorrect.
- The billing account number(s) assigned by the Company.
- The amount of money in dispute.
- The date of the bill in dispute.

(b) Switched Access Usage Sensitive Charges

- The nature of the dispute (i.e., incorrect rate, incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect.
- The type of usage (i.e., originating or terminating).
- The Company end office or equivalent where the minutes of use originated or terminated (if applicable).
- The number of minutes in dispute.
- The billing account number(s) assigned by the Company.
- The amount of money in dispute.
- The date of the bill in dispute.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)****(G) (continued)**

- (3)** The resolution date is the date on which the Company completes the investigation of the dispute, and the Company's service representative notifies the Customer of the disposition and notes the Customer's account or when the Company forwards the amount of credit to the Customer, depending upon Customer preference.
- (4)** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no credits or late payment fees will apply to the disputed amount.
- (5)** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to a late payment fee as set forth in Section 2.5.4.
- (6)** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no credits or late payment fees will apply to the disputed amount.
- (7)** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount times a credit factor. The credit factor shall be one percent (1%) compounded monthly. If the dispute is submitted on or before the payment due date or within ninety (90) days after the payment due date and the disputed amount is paid prior to resolution of the dispute, the number of months used in the credit factor calculation shall be determined from the date of the overpayment to the resolution date. If the dispute is submitted more than ninety (90) days after the payment due date and the disputed amount is paid prior to resolution of the dispute, the number of months used in the credit factor calculation shall be determined from the dispute date or the date the payment is made, whichever occurs later, to the resolution date. Fractional months will be rounded up to the next highest month.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)**

- (H)** Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved.

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Exchange Carrier's applicable tariffs/tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company's local switching center and the End User.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connection rate elements as specified in this tariff.

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

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

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (cont'd.)****(H) (continued)**

- (1)** The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's local switching center or equivalent through a switch operated by another Exchange Carrier.
- (2)** In addition, for FGD Switched Access Service ordered to the Company's local switching center or equivalent through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3)** Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4)** Rating and Billing of Service: Each Exchange Carrier will provide its portion of access service based on the regulations, rates and charges contained in their respective Access Service tariffs/tariffs, subject to the following rules, as appropriate:
 - (a)** The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's premises and terminating at the End User's premises, and vice versa.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished. The advance payment will not exceed an amount equal to two month's estimated usage sensitive charges and two months of actual recurring charges (i.e., non-usage sensitive) for the service or facility. An advance payment may be required in addition to a deposit.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Late Payments

If any portion of the payment is not received by the Company by the payment due date, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment fee shall be due the Company. The payment due date is thirty (30) calendar days after the bill date. If the payment due date falls on a weekend (i.e., Saturday and Sunday) or federal observed holiday, payment for such bills will be due from the Customer on the next day following such weekend or federal observed holiday.

The late payment fee shall be that portion of the payment not received by the payment due date minus any charges billed as local taxes multiplied by one (1%) percent.

The late payment fee will apply to any unpaid balances not paid by the payment due date, including unpaid balances and late payment fees from previous months.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- (A) The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months usage and recurring charges.

Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

- (B) The Company will notify the Customer in writing of a deposit requirement. The Customer will be required to make payment of such deposit prior to the provision of new service in cases where the Customer has not established credit with the Company, or otherwise within fifteen (15) days of such notice for Customers with existing services. Such notice period will start the day after notice is rendered by Certified U.S. Mail or Overnight Delivery.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Refusal and Discontinuance of Service

- (A) The Company may discontinue or suspend any or all services to the Customer without incurring any liability, upon appropriate notice to the Customer as follows:
- (1) Immediately upon written notice if the Customer fails to pay any amounts owed to the Company within thirty (30) days of the invoice date.
 - (2) Upon thirty (30) days written notice for Customer violation of any of the other material terms or conditions for furnishing service as stated in this tariff, if such violation continues during that period.
 - (3) Upon notice, if any material portion of the facilities used by the Company to provide service to a Customer is condemned, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
 - (4) Immediately upon any governmental prohibition or required alteration of the services to be provided or for any violation of an applicable law or regulation.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Refusal and Discontinuance of Service, (cont'd.)****(A), (continued)**

- (5) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6(A)(5)(a-f), if:
- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.5 (A)(1); or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other regulated Common Carrier communications services to which the Customer either subscribes or used; or

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

(A), (continued)

(5) (continued)

- (e)** The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or the intent to void the payment, either in whole or in part, of the listed charges for the service; or
- (f)** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the listed charges for the service by:

 - (1)** Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (2)** Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3)** Any other fraudulent means or devices.
- (6)** Immediately upon written notice of any sum thirty (30) days past due;
- (7)** Immediately upon written notice after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5 (A).

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Refusal and Discontinuance of Service, (cont'd.)**

- (B) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A)(1) or 2.5.6(A)(2), 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.
- (C) When Access Service is provided by more than one Exchange Carrier, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Exchange Carrier(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Exchange Carrier(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Exchange Carrier initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff/tariff provisions, the tariff regulations of the Exchange Carrier whose local switching center serves the Customer shall apply for joint service discontinuance.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Refusal and Discontinuance of Service, (cont'd.)

- (D) Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- (E) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Cancellation of Application for Service**

- (A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, cancellation charges will be imposed as specified in this Section and Section 3.2.3.
- (B) In cases where a service request requires special construction or a non-standard service arrangement and where, prior to cancellation by the Customer, the Company incurs any expenses in provisioning or installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) The special charges described in 2.5.7(A) and 2.5.7(B) will be calculated and applied on a case-by-case basis.

2.5.8 Title or Ownership Rights

The payment of rates and charges by Customers or End Users for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 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 that a service, facility or circuit has been 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.
- (C) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct FGD Access charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (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;
- (G) interruption of service due to circumstances or causes beyond the control of the Company.

Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the listed rates and charges for the alternative service used.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

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 twelve (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.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.7 Cancellation or Termination of Service**

- 2.7.1** If a Customer cancels or terminates services after services have been installed and before the completion of the contract term or minimum service period for any reason whatsoever other than a service interruption (as defined in Section 2.6.1), the Customer agrees to pay to the Company the following sums which shall become due and payable as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: 1) all Non-Recurring Charges, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term or minimum service period.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an Access Service Request when cancellation occurs prior to notification by the Company that service is available for Customer's use.

Cancellation notice must be in writing and shall be received by the Company at least thirty (30) days prior to the cancellation or termination of service; except when service has not yet been made available to Customer in which case the notice period shall be as described in Section 3.2.3.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.8 Transfer and Assignment

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)**2.9 Notices and Communications**

- 2.9.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed. Notice for non-payment will always be sent to the Customer's billing address.
- 2.9.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.9.3** All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by the following procedures for giving notice set forth herein.
- 2.9.5** The Customer will be responsible for notification to all of its end users when the Customer cancels access service. The Company will not be liable for any complaints received by the Customer from end users who were not notified of the cancellation of access services.

EXCHANGE ACCESS SERVICES

SECTION 2.0 - REGULATIONS, (CONT'D.)

2.10 Return Check Charge

The Customer will be assessed a return check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS**3.1 General**

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

3.1.1 Ordering Conditions

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

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

- (A) Customer name and premises address(es);
- (B) Billing name and address (when different from Customer name and address);
- (C) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within ten (10) business days after the date on which all information needed to process the ASR has been received by the Company.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.1 General, (Cont'd.)****3.1.2 Provision of Other Services**

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

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.4.2 will apply when an engineering review is required.

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

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order**

An ASR is required by the Company to provide a Customer with Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. Customers originating or terminating traffic on the Company's facilities without a written ASR will be deemed by nature of their intent to utilize the Company's facilities, to have relinquished their rights relating to the issuance of an ASR.

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

When placing an order for service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

3.2.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

(A) Standard Interval

The Standard Interval for Switched Access Service will be fifteen (15) business days from the Application Date. This interval only applies to standard service offerings for a Customer and at locations where there are pre-existing available facilities. Access Services provided under the Standard Interval will be installed during Company business hours.

A standard service offering is defined as DS-1 facilities ordered in quantities not exceeding ten (10). All other services will be provisioned at negotiated intervals.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.1 Access Service Date Intervals, (cont'd.)****(B) Negotiated Interval**

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

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

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date.

All services for which Special Construction is required or for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modification**

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

Any increase in the number of Switched Access Service lines, Trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval for the increased amount only.

(A) Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply.

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

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 6.4.2.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modification, (cont'd.)**

- (B) Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. If a Company technician is dispatched to the Customer's premises on the scheduled service date and the Customer has failed to notify the Company before three o'clock p.m. EST on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the Customer. If the Customer reschedules the service date, a Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in Section 6.4.2. If the Customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in Section 3.2.3. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modification, (cont'd.)****(C) Design Change Charge**

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR that requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 6.4.2, are in addition to any Service Date Change Charges that may apply.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modification, (cont'd.)****(D) Expedited Order Charges**

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

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

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modification, (cont'd.)****(D) Expedited Order Charges, (continued)**

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedite Order Charge consists of two elements: (i) a flat amount which is applied when an expedite request is processed and (ii) an amount based on the number of days that the service is delivered to the Customer prior to the Standard Service Interval (SSI). The first element of the expedite charge always applies for processing the Customer's request, regardless of whether or not there is an improvement over the standard interval. The Expedite Order Charges outlined in Section 6.4.1 are for DS-1 facilities only. Expedite Order Charges for facilities other than DS-1 will be negotiated on an individual case basis.

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.3 Cancellation of an Access Service Request**

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

Cancellation Charges vary based upon the termination or facility bandwidth ordered and/or whether an ASR has been issued by the Company. A Pre-ASR charge will be applied when the Customer requests a service cancellation prior to the Company issuing the ASR. A Post-ASR Charge will apply when the Company receives the cancellation notice after issuance of the ASR for the particular termination or facility.

Cancellation Charges associated with Special Construction or non-standard service arrangements will be calculated as described in Section 2.5.7(B).

Cancellation Charges will apply as specified in Section 6.4.3.

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

EXCHANGE ACCESS SERVICES

SECTION 3.0 - ORDERING OPTIONS, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.4 Minimum Period of Service**

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

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

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface;
- (5) A change in Switched Access Service Traffic Type;

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

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

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE**4.1 General**

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 and an End User's Premises. It provides for the use of common originating, terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, or to terminate calls from a Customer's Premises to an End User's Premises.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group D (FGD) Access**

FGD Access, which is available to all Customers, provides trunkside access to the Company's local switching center switches for the Customer's use in originating and/or terminating communications. Basic FGD service will be provided with SS7 Signaling. In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customer's option.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.2 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.3 Rate Categories

The rate categories are as follows:

Indirect Tandem FGD Access
8xx Database Access Service

Indirect Tandem Access Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2(G) (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.3 Rate Categories, (cont'd.)****(A) Indirect Tandem FGD Access**

Indirect Tandem FGD Access consists of circuits from the Customer's tandem provider to the Company's local switching center.

The Indirect Tandem FGD Access consists of transport, local switching, and common trunk port charges based on originating and terminating access.

(B) 8xx Database Access Service

8xx Database Access Service is a service utilizing originating Trunk Side Switched Access Service. When an 8xx-Nxx-xxxx call is originated by an End User, the Company will perform customer identification based on screening of the full ten digits of the 8xx number to determine the Customer location to which the call is to be routed. The 8xx Database Charge, which consists of a single, fixed rate element, applies on a per call query basis. In addition to the 8xx Database Charge the appropriate Originating Switched Access Transport, Local Switching and Common Trunk Port charges as detailed in Section 6.5.1 also apply to 8xx calls.

(C) Switched Access Service Features**(1) Feature Group D Features**

Following are the various features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. These features are provided as Common Switching Optional Features as described in Section 4.5.1.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.3 Rate Categories, (cont'd.)

(C) Switched Access Service Features, (continued)

(2) Feature Group D Features, (continued)

(a) At the Customer's option, the following standard features are available. Any charges associated with these features are as specified in Section 6.5:

(1) Basic Initial Address Message Delivery

(2) Flexible Automatic Number Identification Delivery

(b) Any additional features desired by the Customer may be provided on an Individual Case Basis ("ICB") as described in Section 6.6.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.4 Design Layout Report**

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.2.5 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Included in Section 6.1.3 are other charges which may be associated with ordering Switched Access Service.

4.2.6 Customized Pricing Arrangements

Customized pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunks can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.3 Obligations of Company****4.3.1 Network Management**

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunication users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.5.6 and/or damages under Section 2.1.4.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.4 Obligations of the Customer****4.4.1 Report Requirements**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.3.3. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

4.4.2 Supervisory Signaling

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

4.4.3 Design of Switched Access Services

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

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.5 Switched Access Features

4.5.1 Feature Group D Features

(A) Common Switching Features

- (1) Basic Initial Address Message Delivery: This feature permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

EXCHANGE ACCESS SERVICES

SECTION 4.0 - SWITCHED ACCESS SERVICE, (CONT'D.)**4.5 Switched Access Features, (Cont'd.)****4.5.1 Feature Group D Features, (cont'd.)****(A) Common Switching Features, (continued)**

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

EXCHANGE ACCESS SERVICES

**SECTION 5.0 - ADDITIONAL ENGINEERING, LABOR
AND MISCELLANEOUS SERVICES**

5.1 General

A Service Order Charge may be applicable to services ordered from this section.

EXCHANGE ACCESS SERVICES

**SECTION 5.0 - ADDITIONAL ENGINEERING, LABOR
AND MISCELLANEOUS SERVICES, (CONT'D.)****5.2 Additional Engineering**

Additional Engineering, including engineering reviews, will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in Section 8 will apply, and the Customer agrees to such charges.

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

- (A) a Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.
- (B) a Customer requested Design Change requires the expenditure of additional engineering time. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the customer authorizes the Company to proceed with the Design Change.

EXCHANGE ACCESS SERVICES

**SECTION 5.0 - ADDITIONAL ENGINEERING, LABOR
AND MISCELLANEOUS SERVICES, (CONT'D.)****5.3 Additional Labor**

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth below. The Company will notify the Customer that the Additional Labor charges will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

5.3.1 Overtime Installation

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

5.3.2 Overtime Repair

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

5.3.3 Standby

Standby includes all time in excess of one-half (0.5) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

5.3.4 Testing and Maintenance with Other Companies

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

5.3.5 Other Labor

Other labor is that additional labor not included in 8.3.1 through 8.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

EXCHANGE ACCESS SERVICES

**SECTION 5.0 - ADDITIONAL ENGINEERING, LABOR
AND MISCELLANEOUS SERVICES, (CONT'D.)****5.4 Miscellaneous Services****5.4.1 Billing Name and Address**

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of intrastate telecommunications services) for telecommunications service rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purposes, including marketing activity such as market surveys or direct marketing by mail or telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

(A) Undertaking of the Company

- (1) All requests for information will be by facsimile or electronic mail.
- (2) The Company will specify the format in which requests are to be submitted.
- (3) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records. BNA information will not be provided for those end users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- (4) 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 applicable at the time the message originated.

EXCHANGE ACCESS SERVICES

**SECTION 5.0 - ADDITIONAL ENGINEERING, LABOR
AND MISCELLANEOUS SERVICES, (CONT'D.)****5.4 Miscellaneous Services, (Cont'd.)****5.4.1 Billing Name and Address, (cont'd.)****(B) Obligations of the Customer**

- (1) With each order for BNA Service, the Customer shall identify the authorized individual, the address, and/or the facsimile to receive the BNA information.
- (2) The Customer shall institute adequate internal procedure to insure the BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer's personnel or agents with a need to know the information.
- (3) 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, databases or market data, records files and databases or other systems it assembles through the use of BNA Service.

(C) Rates

Billing Name and Address (BNA) Customers will be assessed a per record rate for each BNA record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information database. An additional charge applies per request regardless of the number of records in the request.

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES**6.1 General**

There are three types of rates and charges that apply to Switched Access Service.

6.1.1 Monthly Recurring Charges

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

6.1.2 Usage Rates

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

6.1.3 Non-Recurring Charges

Non-Recurring charges are one-time charges that apply for a specific work activity.

(A) Installation of Service

Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)**6.2 Billing of Access Minutes**

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's local switching center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

6.3 Billing of Channel Mileage

Mileage for rate elements having a channel mileage component will be determined by the vertical and horizontal (V & H) method, as set forth in the National Exchange Carrier Association Tariff, FCC No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate. In situations where the Point of Interface (POI) and the End Office Switch or similar device are not in the same location, mileage charges to the End Office Switch or similar device will apply.

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.4 Rates and Charges

6.4.1 Expedited Order Charges

	Maximum Nonrecurring Charge
(A) Per Access Order, per DS-1 ¹	\$500.00
(B) Per Day Improvement Over Standard Service Interval Per DS-1 ¹	\$400.00

6.4.2 Change Charges

(A) Service Date Change Charge	
Per order	\$68.00
Additional Dispatch Charge, per Occurrence	\$390.00
(B) Design Change Charge	
Per order	\$68.00

6.4.3 Cancellation Charges

Pre-ASR Cancellation Charge:

Per DS-0 Termination or Facility	\$400.00
Per DS-1 Termination or Facility	\$700.00
Per DS-3 Termination or Facility	\$2,520.00

Post-ASR Cancellation Charge:

Per DS-0 Termination or Facility	\$1,000.00
Per DS-1 Termination or Facility	\$1,900.00
Per DS-3 Termination or Facility	\$4,900.00

¹Note: The total Expedite Order Charges per DS-1 will not exceed \$1,250.00.

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.5 Rates and Charges - Usage

6.5.1 Indirect Tandem FGD Access - Originating or Terminating Access

	Maximum Rate Per Access Minute
(A) Transport	
Termination	\$0.000720
Mileage, per mile	\$0.000080
(B) Local Switching	\$0.013958
(C) Common Trunk Port	
Per each common transport trunk termination	\$0.001600

6.5.2 8xx Database Access Service Rate

	Maximum Per Query Charge
(A) 8xx Database Charge	\$0.008

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.5 Rates and Charges - Usage, (Cont'd.)

6.5.3 Blocking Services

	Maximum Rate per Blocked Call Attempt
(A) Network Blocking - pre blocked call attempt	\$0.0160

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.6 Rates and Charges - Recurring

6.6.1 End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

(A) Resale Services

	Incumbent LEC BellSouth Service Area
Residence	Maximum
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00
Business	
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00
ISDN	
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.6 Rates and Charges - Recurring, (Cont'd.)

6.6.1 End-User Common Line (EUCL) Recovery Charge, (cont'd.)

(B) Facilities-Based Services

	Incumbent LEC BellSouth Service Area
Residence	Maximum
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00
Business	
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00
ISDN	
Single Line Customer	\$15.00
Multiline Customer, Per Line	\$15.00

EXCHANGE ACCESS SERVICES

SECTION 6.0 - SWITCHED ACCESS RATES, (CONT'D.)

6.6 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service where capability exists. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB Arrangements are subject to Commission review.

EXCHANGE ACCESS SERVICES

**SECTION 7.0 – ADDITIONAL
ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES**

7.1 Additional Engineering

7.1.1 Basic Time

Maximum Rates

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Regularly scheduled work hours per Engineer	\$172.00	\$104.00

7.1.2 Overtime

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Outside of regularly scheduled work hours, per Engineer	\$192.00	\$124.00

EXCHANGE ACCESS SERVICES

**SECTION 7.0 – ADDITIONAL
ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES, (CONT'D.)**

7.2 Additional Labor

7.2.1 Overtime Installation or Repair

		Maximum Rates	
		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(A)	Overtime, outside of regularly scheduled working hours on a scheduled work day* per Technician	\$78.00	\$56.00

7.2.2 Premium Installation or Repair

		Maximum Rates	
		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(A)	Overtime, outside of scheduled working day on a per Technician	\$86.00	\$64.00

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

EXCHANGE ACCESS SERVICES

**SECTION 7.0 – ADDITIONAL
ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES, (CONT'D.)**

7.3 Standby

		Maximum Rates
		Each Half-Hour or Fraction Thereof
7.3.1 Basic Time	Regularly scheduled working hours, per Technician	\$48.00
7.3.2 Overtime	Outside of regularly scheduled working hours on a scheduled work day*, per Technician	\$56.00
7.3.3 Premium Time	Outside of scheduled work day*, per Technician	\$64.00

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

EXCHANGE ACCESS SERVICES

**SECTION 7.0 – ADDITIONAL
ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES, (CONT'D.)**

7.4 Testing and Maintenance or Any Other Labor

		Maximum Rates	
		First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
7.4.1	Basic Time		
	Regularly scheduled working hours, per Technician	\$116.00	\$48.00
7.4.2	Overtime		
	Outside of regularly scheduled working hours on a scheduled work day*, per Technician	\$124.00	\$56.00
7.4.3	Premium Time		
	Outside of scheduled work day*, per Technician	\$132.00	\$64.00

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

EXCHANGE ACCESS SERVICES

**SECTION 7.0 – ADDITIONAL
ENGINEERING, LABOR AND MISCELLANEOUS SERVICE RATES, (CONT'D.)**

7.5 Miscellaneous Services

7.5.1 Billing Name and Address	Maximum Rates
Nonrecurring Charge, per request	\$110.00
Per request, per number	\$0.40

EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES

8.1 Rates and Charges

8.1.1 Expedited Order Charges

	Nonrecurring Charge
(A) Per Access Order, per DS-1 ¹	\$250.00
(B) Per Day Improvement Over Standard Service Interval Per DS-1 ¹	\$200.00

8.1.2 Change Charges

(A) Service Date Change Charge	
Per order	\$34.00
Additional Dispatch Charge, per Occurrence	\$195.00
(B) Design Change Charge	
Per order	\$34.00

8.1.3 Cancellation Charges

Pre-ASR Cancellation Charge:

Per DS-0 Termination or Facility	\$200.00
Per DS-1 Termination or Facility	\$350.00
Per DS-3 Termination or Facility	\$1,260.00

Post-ASR Cancellation Charge:

Per DS-0 Termination or Facility	\$500.00
Per DS-1 Termination or Facility	\$950.00
Per DS-3 Termination or Facility	\$2,450.00

¹Note: The total Expedite Order Charges per DS-1 will not exceed \$1,250.00.

EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES, (CONT'D.)

8.2 Rates and Charges - Usage

8.2.1 Indirect Tandem FGD Access - Originating or Terminating Access

	Rate
	Per Access Minute
(A) Transport	
Termination	\$0.000360
Mileage, per mile	\$0.000040
(B) Local Switching	\$0.006979
(C) Common Trunk Port	
Per each common transport trunk termination	\$0.000800

8.2.2 8xx Database Access Service Rate

	Per Query Charge
(A) 8xx Database Charge	\$0.004

8.2.3 Blocking Services

	Rate per Blocked Call Attempt
(A) Network Blocking - pre blocked call attempt	\$0.0080

EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES, (CONT'D.)

8.3 Rates and Charges - Recurring

8.3.1 End-User Common Line (EUCL) Recovery Charge

(A) Resale Services

	Incumbent LEC BellSouth Service Area
Residence	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00
Business	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00
ISDN	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00

(B) Facilities-Based Services

	Incumbent LEC BellSouth Service Area
Residence	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00
Business	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00
ISDN	
Single Line Customer	\$0.00
Multiline Customer, Per Line	\$0.00

EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES, (CONT'D.)

8.4 Additional Engineering

8.4.1 Basic Time

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Regularly scheduled work hours per Engineer	\$86.00	\$52.00

8.4.2 Overtime

Outside of regularly scheduled work hours, per Engineer	\$96.00	\$62.00
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8.5 Additional Labor

8.5.1 Overtime Installation or Repair

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(A) Overtime, outside of regularly scheduled working hours on a scheduled work day* per Technician	\$39.00	\$28.00

8.5.2 Premium Installation or Repair

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(A) Overtime, outside of scheduled working day on a per Technician	\$43.00	\$32.00

EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES, (CONT'D.)

8.6 Standby

Each Half-Hour or
Fraction Thereof

8.6.1 Basic Time

Regularly scheduled working hours, per Technician	\$24.00
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8.6.2 Overtime

Outside of regularly scheduled working hours on a scheduled work day*, per Technician	\$28.00
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8.6.3 Premium Time

Outside of scheduled work day*, per Technician	\$32.00
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EXCHANGE ACCESS SERVICES

SECTION 8.0 – CURRENT RATES, (CONT'D.)

8.7 Testing and Maintenance or Any Other Labor

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
8.7.1 Basic Time		
Regularly scheduled working hours, per Technician	\$58.00	\$24.00
8.7.2 Overtime		
Outside of regularly scheduled working hours on a scheduled work day*, per Technician	\$62.00	\$28.00
8.7.3 Premium Time		
Outside of scheduled work day*, per Technician	\$66.00	\$32.00

8.8 Miscellaneous Services

8.8.1 Billing Name and Address

Nonrecurring Charge, per request	\$55.00
Per request, per number	\$0.20