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**ACCESS SERVICE**

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**This Tariff, XO Communications Services, Inc. Missouri Tariff No. 10, replaces Allegiance Telecom of Missouri, Inc. No. 3 in its entirety, and is now grandfathered. The services in this tariff are available only to existing customers of the former Allegiance Telecom of Missouri, Inc.**

**Schedule of Rates, Rules and Regulations  
Governing Competitive Intrastate Access Services  
Provided in the State of Missouri**

**OFFERED BY**

**XO Communications Services, Inc.  
1633 Westlake Avenue North, Suite 200  
Seattle, WA 98109**

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Issued: January 10, 2005

Effective: February 26, 2005

CANCELLED  
May 27, 2012  
Missouri Public  
Service Commission

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**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission in its order in the case of *In the Matter Of the Application of XO Communications Services, Inc., f/k/a Allegiance Telecom of Missouri, Inc., for a Certificate of Service Authority to Provide Basic Local Telecommunications Services in Portions of the State of Missouri*, Case No. TA-2000-1, waived the following statutes and regulations:

**STATUTES**

- Section 392.210.2 - uniform system of accounts
- Section 392.270 - valuation of property (ratemaking)
- Section 392.280 - Depreciation accounts
- Section 392.290.1 - issuance of securities
- Section 392.300.2 - acquisition of stock
- Section 392.310 - stock and debt issuance
- Section 392.320 - stock dividend payment
- Section 392.330 - issuance of securities; debts and notes
- Section 392.340 - reorganizations

**COMMISSION RULES**

- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.040 - uniform system of accounts
- 4 CSR 240-35 - reporting of bypass and customer specific arrangements

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
  
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the PSCM. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current Page number on file with the Commission is not always the tariff page in effect.
  
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

ABBREVIATIONS

- BZS** - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS** - Digital Cross Connect System.
- DS0** - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1** - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3** - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps** - Gigabits per second; billions of bits per second.
- ICB** - Individual Case Basis.
- Kbps** - Kilobits per second; 1000s of bits per second.
- LATA** - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)**

**ABBREVIATIONS (Cont'd.)**

- LEC** - Local Exchange Company.
- Mbps** - Megabits per second; millions of bits per second.
- N/A** - Not Available.
- OC-48** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- OC-12** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3** - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP** - Point of Presence.
- XO** - XO Communications Services, Inc.

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**SECTION 1.0 - APPLICATION OF TARIFF**

**1.1 General**

This tariff contains the regulations, rates and charges applicable to the provision of Access Service by XO Communications Services, Inc., for use by interexchange carriers in the state of Missouri.

This tariff is on file with the Commission. In addition, this tariff is available for review at the main office of XO Communications Services, Inc., at 1633 Westlake Avenue North, Suite 200, Seattle Washington 98109.

Applications for initial or additional services made verbally or in writing become a contract on establishment of the service or facility.

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ACCESS SERVICE

SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions

The following definitions are applicable to this tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

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

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Automatic Number Identification (ANI)** - The Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

(N)  
(N)

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

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**Channel** - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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**SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)**

**1.2 Definitions**

The following definitions are applicable to this tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

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**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

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ACCESS SERVICE

SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Charge Number (CN)** - The SS7 signaling parameter that identifies the billing telephone number of the calling party.

**Central Office** - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

(D)

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - Missouri Public Service Commission.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** - Denotes XO Communications Services, Inc. and /or any Concurring Carriers.

**Company's Network** - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

**Customer** - The person, firm, corporation, government entity, or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users.

**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

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**SECTION 1.0 - APPLICATION OF TARIFF (CONT=D)**

**1.2 Definitions (Cont'd.)**

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Central Office** - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - A communications path between two or more points of termination.

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - Missouri Public Service Commission.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** - Denotes XO Communications Services, Inc. and /or any Concurring Carriers.

**Company's Network** - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

**Customer** - The person, firm, corporation, government entity, or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users.

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**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

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**ACCESS SERVICE**

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**SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)****1.2 Definitions (Cont'd.)**

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Central Office** - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - A communications path between two or more points of termination.

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - Missouri Public Service Commission.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** - Denotes XO Communications Services, Inc. and /or any Concurring Carriers.

**Company's Network** - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

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SECTION 1.0 - APPLICATION OF TARIFF (CONT=D)

1.2 Definitions (Cont'd.)

**Dedicated Access** - A method for a Customer to directly connect a location of their choice to an XO switch site with non-switched services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End User** - Any customer of an intrastate communications service that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

(T)  
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(T)

**End Office Switch** - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**Entry Switch** - First point of switching.

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SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Dedicated Access** - A method for a Customer to directly connect a location of their choice to an XO switch site with non-switched services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

**End Office Switch** - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**Entry Switch** - First point of switching.

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SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**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.

**First Point of Switching** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

**Hertz** - A unit of frequency equal to one cycle per second.

**Holidays** - Now Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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

(N)  
(N)

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JL-2012-0329

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May 27, 2012  
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LN-2012-0376; YL-2012-0745

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**ACCESS SERVICE**

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**SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)****1.2 Definitions (Cont'd.)**

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**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.

**First Point of Switching** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

**Hertz** - A unit of frequency equal to one cycle per second.

**Holidays** - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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ACCESS SERVICE

SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Intrastate Communications** - Any communications which originates and terminates within the same state.

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

**Message** - A Message is a Call as defined above.

**Multi-Frequency (MF) Signaling** - An in-band signaling method in the which call signaling information is transmitted between network switches using the same voice band channel used for voice.

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**N/A** - Not Applicable.

**Off-Hook** - The active condition of Switched Access Service or a telephone exchange line.

**Off-Net** - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

**On-Hook** - The idle condition of Switched Access Service or a telephone exchange line.

**On-Net** - Customer or End User locations capable of being served directly by the Company's existing network facilities.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Intrastate Communications** - Any communications which originates and terminates within the same state.

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

**Message** - A Message is a Call as defined above.

**N/A** - Not Applicable.

**Off-Hook** - The active condition of Switched Access Service or a telephone exchange line.

**Off-Net** - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

**On-Hook** - The idle condition of Switched Access Service or a telephone exchange line.

**On-Net** - Customer or End User locations capable of being served directly by the Company's existing network facilities.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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ACCESS SERVICE

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SECTION 1.0 - APPLICATION OF TARIFF (CONT=D)

1.2 Definitions (Cont'd.)

**Point of Presence** - The physical location of an interexchange carrier's facilities.

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

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ACCESS SERVICE

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**SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)**

**1.2 Definitions (Cont'd.)**

**Point of Presence** - The physical location of an interexchange carrier's facilities.

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

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SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions (Cont'd.)

**Serving Wire Center** - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

**Special Access** - See Dedicated Access.

**Term Agreement** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

**Terminating Direction** - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

**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 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** - A 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.

**Wire Center** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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**SECTION 2 - TERMS AND CONDITIONS**

**2.1 Undertaking of XO Communications Services, Inc.**

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

**2.2 Limitation On Service**

**2.2.1** Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

**2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.3 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

**2.4 Location of Service**

Service originates or terminates at locations within the State of Missouri.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.5 Use of Service**

- 2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.5.3.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.5.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.6 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer. A termination liability charge applies to early cancellation of a term agreement.

**2.6.2 Cancellation by the Company**

- A.** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.6 Discontinuance and Restoration of Service (Cont'd.)**

**2.6.2 Cancellation by the Company (Cont'd.)**

- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service, except that the Company shall provide reasonable notice of termination when it can reasonably be given.
  
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction, except that the Company shall provide reasonable notice of termination when it can reasonably be given.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.6 Discontinuance and Restoration of Service (Cont'd.)**

**2.6.3 Restoration of Service**

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with applicable NJ BPU and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

**2.7 Cancellation of Application for Service**

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

**2.10 Billing and Payment Arrangements**

**2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.10 Billing and Payment Arrangements (Cont'd.)**

**2.10.2** All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

- A.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes

2.11.1 Customer Must Dispute Bills or Rates Charged Within 30 Days of Invoice

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If a Customer does not give the Company written notice of a billing or rate dispute within 30 days from the date the invoice was rendered, such invoice and the charges levied shall be deemed to be reasonable, correct and binding. In the event Customer disputes any billing or rates, Customer shall notify Company in writing, providing the billing identification, trouble ticket number and an explanation for the dispute, and shall nevertheless pay all undisputed charges within the 30 day period specified above.

2.11.2 Dispute Procedures

The date of the dispute shall be the date on which the Customer furnishes the Company the account information required above.

Company will investigate the dispute and attempt to resolve the billing or rate issues within 45 days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner and within the 30 days specified in this Section. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless Customer has first complied with this Section, or in any event more than 90 days after the service is rendered.

The Date of Resolution is the date the Company completes its investigation, provides written notice to the Customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company, and credits the Customer's account, if applicable.

Upon resolution of dispute, Customer must make payment to Company within 15 days from the Date of Resolution.

In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.10.2.B. If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute within 90 days of the payment due date, penalty interest may be applicable.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- 2.11.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.B preceding.
- 2.11.3** In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4** 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 interest credit or penalties will apply.
- 2.11.5** 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 disputed amount shall be subject to the late penalty as set forth in 2.10.3.B preceding.

**2.11.6 Filing a Complaint with the Missouri Public Service Commission**

If Carrier cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor Jefferson City, Missouri 65101, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2nd floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.11 Claims and Disputes, (cont'd.)**

**2.11.2 Dispute Procedures, (cont'd.)**

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 interest credit or penalties will apply.

If the Customer pays the bill in full by the payment due date, and later initiates a billing dispute after 90 days of the payment due date, penalty interest may be applicable.

If the billing dispute is resolved in favor of the Customer, the Customer shall receive a credit from the Company. This credit will be an amount equal to the disputed amount resolved in the Customer's favor.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30-day month.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.12 Payment of Deposits

2.12.1 A deposit will not exceed the estimated charges for two (2) months' usage. The deposit will be returned or applied to the customers account:

- A. When an application of service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable including installation charges and the excess portion of the deposit will be returned.
- B. At the end of twelve (12) months of satisfactory credit history, the deposit will be applied to the customers account.
- C. Upon cancellation of service, the Company will refund the customer's deposit or the balance in excess of unpaid bills for service.

2.12.2 The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

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

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ACCESS SERVICE

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.12 Payment of Deposits**

**2.12.1** A deposit will not exceed the estimated charges for two (2) months' usage. The deposit will be returned or applied to the customers account:

- A. When an application of service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable including installation charges and the excess portion of the deposit will be returned.
- B. At the end of twelve (12) months of satisfactory credit history, the deposit will be applied to the customers account.
- C. Upon cancellation of service, the Company will refund the customer's deposit or the balance in excess of unpaid bills for service.

**2.12.2** The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

**2.12.3** On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the customer, or paid upon the return of the deposit, whichever occurs first. Interest will not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions, except that the Company shall provide reasonable notice of interruption when it can reasonably be given.
- 2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.14 Interconnection**

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.15 Liability of the Company**

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.15 Liability of the Company (Cont'd.)**

**2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.

**2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.16 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

**2.18 Reserved for future use**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.19 Obligations of the Customer****2.19.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.19.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.19.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.19 Obligations of the Customer (Cont'd.)**

**2.19.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.19.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**2.19.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.19 Obligations of the Customer (Cont'd.)****2.19.7 Jurisdictional Reports**

For switched access services, the Company will use the percentage of interstate originating Feature Group D to determine the percent of interstate usage ("PIU") to apply to all other switched access services provided by the Company to the Customer.

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

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.19 Obligations of the Customer (Cont'd.)****2.19.8 Jurisdictional Audits**

- A.** The customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- B.** Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- C.** In the event that an audit reveals that any customer reported PIU or LUP was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- D.** Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of Access charges to the Company of five percent or more of the total switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
- E.** Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.19 Obligations of the Customer (Cont'd.)**

**2.19.9 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.19.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use (I-PIU) times the quantity of chargeable elements times the intrastate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use (I-PIU) times actual use (measured or Company assumed average use) times the intrastate rate.

A similar calculation is then performed to determine the interstate portion of the bill.

**2.20 Meet Point Billing**

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

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.21 Identification and Rating of Toll VoIP-PSTN Traffic****A. Scope**

1. Toll VoIP-PSTN Traffic is a Customer's interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.
2. In the absence of an agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, this section governs the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-08, adopted October 27, 2011 and released November 18, 2011 ("FCC 11-161")
3. This section will be applied to identify intrastate Toll VoIP-PSTN Traffic exchanged with a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing for intrastate Toll VoIP-PSTN Traffic in accordance with FCC 11-161.

**B. Rating of Toll VoIP-PSTN Traffic**

As of December 29, 2011, all interstate Toll VoIP-PSTN Traffic and any intrastate Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's Tariff FCC No.1 which are provided in Section 3.9.7 of this tariff.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIPPSTN Traffic (Cont'd)

C. Calculation and Application of Percent VoIP-Usage Factor

The Company will determine the number of intrastate Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstateswitched access rates will be applied under section 2.21.B, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

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(C)

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

(C)

2. The Company will, likewise, calculate a factor (the "PVU-X") representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This PVU-X shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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

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## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of intrastate Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate switched access rates will be applied under section 2.3.4.B, above, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU received by the Company from the Customer. The PVU will be derived and applied as follows:

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

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP/PSTN Traffic (Cont'd)

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

4. The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer in order to determine the number of intrastate Toll VoIP-PSTN Traffic MOU. (C)

Example 1: The PVU-C is 40% and the PVU-X is 10%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

Example 2: The PVU-C is 0% and the PVU-X is 10%. The PVU factor is equal to  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

5. The Customer shall not modify its reported PIU factor to account for Toll VoIP-PSTN Traffic.
6. The Customer shall retain any call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.
7. If the Customer does not furnish the Company with a PVU-C pursuant to section 2.21.C.1, above, the Company will utilize a PVUC equal to zero.

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## ACCESS SERVICE

## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

4. The Company will apply the PVU factor to the total intrastate access MOU received from the Customer in order to determine the number of intrastate Toll VoIP-PSTN Traffic MOU.

Example 1: The PVU-C is 40% and the PVU-X is 10%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

Example 2: The PVU-C is 0% and the PVU-X is 10%. The PVU factor is equal to  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

5. The Customer shall not modify its reported PIU factor to account for Toll VoIP-PSTN Traffic.
6. The Customer shall retain any call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.
7. If the Customer does not furnish the Company with a PVU-C pursuant to section 2.3.4.C.1, above, the Company will utilize a PVU-C equal to zero.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP/PSTN Traffic (Cont'd)

D. Initial PVU factor

1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to December 29, 2011, provided that the Customer provides the PVU-C factor to the Company no later than April 15, 2012; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly.
2. The Company may choose to provide credits based on the PVU-C and PVU-X factors on a quarterly basis until such time as billing system modifications can be implemented.

E. PVU Factor Updates

1. The Customer may update the PVU-C factor quarterly using the method set forth in section 2.21.C.1, above. If the Customer chooses to submit such updates, it shall provide to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively.
2. The Company may, likewise, update the PVU-X factor quarterly based on data for the prior three months.
3. The Company will use any revised PVU-C and/or PVU-X factors to calculate a revised PVU that will apply prospectively and serve as the basis for subsequent billing until superseded by a new PVU. No prorating or backbilling will be done based on the updated PVU-C or PVU-X factors.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.21 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)****D. Initial PVU factor**

1. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to December 29, 2011, provided that the Customer provides the PVU-C factor to the Company no later than April 15, 2012; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly.
2. The Company may choose to provide credits based on the PVU-C and PVU-X factors on a quarterly basis until such time as billing system modifications can be implemented.

**E. PVU Factor Updates**

1. The Customer may update the PVU-C factor quarterly using the method set forth in section 2.3.4.C.1, above. If the Customer chooses to submit such updates, it shall provide to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively.
2. The Company may, likewise, update the PVU-X factor quarterly based on data for the prior three months.
3. The Company will use any revised PVU-C and/or PVU-X factors to calculate a revised PVU that will apply prospectively and serve as the basis for subsequent billing until superseded by a new PVU. No prorating or backbilling will be done based on the updated PVU-C or PVU-X factors.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP/STN Traffic (Cont'd)  
F. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU-C factor, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU-C factors furnished to the Company in order to validate the PVU-C factor supplied. The Customer shall supply the requested data and information within 30 days of the Company's request. (C)
2. The Company may dispute the Customer's PVUC factor based upon:
  - (a) A review of the requested data and information provided by the Customer.
  - (b) The Company's review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.
  - (c) A change in the reported PVU-C factor by more than five percentage points from the preceding quarter.
3. If, after review of the data and information, the Customer and the Company agree upon a revised PVU-C factor, the Customer and the Company will begin using that revised PVU-C factor with the next bill period.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU-C factor, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU-C factors furnished to the Company in order to validate the PVU-C factor supplied. The Customer shall supply the requested data and information within 15 days of the Company's request.
2. The Company may dispute the Customer's PVU-C factor based upon:
  - (a) A review of the requested data and information provided by the Customer.
  - (b) The Company's review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.
  - (c) A change in the reported PVU-C factor by more than five percentage points from the preceding quarter.
3. If, after review of the data and information, the Customer and the Company agree upon a revised PVU-C factor, the Customer and the Company will begin using that revised PVU-C factor with the next bill period.

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ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.21 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification (Cont'd)

4. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU-C factor to no more than two times per year. The Customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the Customer.
  - (a) In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU-C factor, the Company will bill the usage for all contested periods using the most recent undisputed PVU-C factors reported by the Customer. This PVU-C factor will remain in effect until the audit can be completed.
  - (b) The Company will adjust the Customer's PVU-C factor based on the results of the audit and implement the revised PVU-C in the next billing period or quarterly report date, whichever is first. The revised PVU-C factor will apply for the next two quarters before new factors can be submitted by the Customer.
  - (c) If the audit supports the disputed PVU-C factor submitted by the Customer, the usage for the contested periods will be adjusted to reflect such PVU-C factor.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.22 Call Signaling

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information, consistent with the requirements of 47 C.F.R. § 64.1600 et seq, as may be amended by the Federal Communications Commission, to the Company on traffic the Customer's end users originate which is handed off for termination on the Company's network.

(N)  
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A. Signaling System 7 (SS7) Signaling

When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

B. Multi-Frequency (MF) Signaling

When the Customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

C. Internet Protocol (IP) Signaling

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

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ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.22 Call Signaling

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information to the Company on traffic the Customer's end users originate which is handed off for termination on the Company's network.

A. Signaling System 7 (SS7) Signaling

When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

B. Multi-Frequency (MF) Signaling

When the Customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

C. Internet Protocol (IP) Signaling

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 General**

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

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users or other customers, including carriers; provides a two-point communications path between a Customer's Premises and an End User's Premises or other customer, including another carrier's, Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

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The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following:

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE**

**3.1 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 terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Company's end user customer locations via Company-provided switched access services shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.2 Manner of Provision**

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are two major traffic types. These are: *Originating* and *Terminating*. *Originating* traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; and *Terminating* traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of *Originating* traffic type and/or *Terminating* traffic type.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 Rate Categories**

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

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 Rate Categories (Cont'd.)**

**3.3.2 Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

**3.3.3 End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.3 Rate Categories (Cont'd.)**

**3.3.4 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

**3.3.5 Switched Access Optional Features**

Various optional features that are available on a Special Assembly basis.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff 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. In those cases where the Customer has used Company's Switched and Special Access Service without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff.

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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:

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

3.4.1 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

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

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

**3.4 Access Ordering**

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff 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:

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

**3.4.1 Access Service Date Intervals**

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

- Standard Interval
- Negotiated Interval

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

**A. Standard Interval**

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.4 Access Ordering (Cont'd.)**

**3.4.1 Access Service Date Intervals (Cont'd.)**

**B. Negotiated Interval**

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

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

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

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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ACCESS SERVICE

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.4 Access Ordering (Cont'd.)**

**3.4.2 Access Service Request Modifications**

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

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.5 Special Construction****3.5.1 General**

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

**3.5.2 Customer Acceptance**

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

**3.5.3 Basis of Rates and Charges**

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates; and/or
- C. Termination Liabilities.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction (Cont'd.)

3.5.4 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - 1. equipment and materials provided or used;
  - 2. engineering, labor and supervision;
  - 3. transportation;
  - 4. rights of way; and shipping and delivery.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.6.1 Network Management**

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 Obligations of the Company (Cont'd.)**

**3.6.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.6 Obligations of the Company (Cont'd.)****3.6.2 Design and Traffic Routing of Switched Access Service (Cont'd.)**

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

**3.6.3 Provision of Service Performance Data**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.6 Obligations of the Company (Cont'd.)**

**3.6.4 Trunk Group Measurements Reports**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.7.1 Report Requirements**

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

**A. Jurisdictional Reports.**

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.19.7 preceding. Charges will be apportioned in accordance with those reports.

**B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 Obligations of the Customer (Cont'd.)**

**3.7.2 On and Off-Hook Supervision**

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.8 Rate Regulations**

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

Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.

**3.8.1 Nonrecurring Charges**

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

**3.8.2 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.3 Measurement of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access 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 FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

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

Mileage, where applicable, will be measured in accordance with standard industry practices.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.8 Rate Regulations (Cont'd.)**

**3.8.4 Moves**

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

**A. Moves Within the Same Building**

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

**B. Moves to a Different Building**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.8 Rate Regulations (Cont'd.)**

**3.8.5 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.6 Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges**

**3.9.1 Common Line Access Service**

**A. Carrier Common Line Charge**

- Per Originating Minute	\$0.009697	(1)
- Per Terminating Minute	\$0.017583	(1)

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges

3.9.1 Common Line Access Service

A. Carrier Common Line Charge

- Per Originating Minute	\$0.0094626	(R)
- Per Terminating Minute	\$0.0171586	(R)

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges

3.9.1 Common Line Access Service

A. Carrier Common Line Charge

Per Originating Minute	\$0.0096513	(R)
Per Terminating Minute	\$0.01750007	(R)

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges**

**3.9.1 Common Line Access Service**

**A. Carrier Common Line Charge**

- Per Originating Minute	\$0.0098337
- Per Terminating Minute	\$0.0178315

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service

A. Nonrecurring Charges

- |    |   |          |
|----|---|----------|
| 1. | Access Order Charge, per order          | \$ 16.00 |
| 2. | Switched Transport Installation Charges |          |
|    | - Per line or trunk:                    |          |
|    | First                                   | \$160.00 |
|    | Each Additional                         | \$ 54.00 |

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

B. Usage Charges

1. Local Transport Charges

Per Minute

\$0.007481

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(T)  
(T)

C. Network Blocking

Per Blocked Call \$0.0052

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

B. Usage Charges

1. Local Transport Charges

Transport Mileage (per mile or fraction thereof)	<u>Per Minute</u>	
0-1	\$0.00500	
2-25	\$0.007300	(R)
26-50	\$0.01600	
51+	\$0.02690	

C. Network Blocking

Per Blocked Call	\$0.0052
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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.2 Switched Transport Service (Cont'd.)

B. Usage Charges

1. Local Transport Charges

Per Minute

\$0.007400

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(D)

C. Network Blocking

Per Blocked Call

\$0.0052

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.2 Switched Transport Service (Cont'd.)**

**B. Usage Charges**

**1. Local Transport Charges**

Transport Mileage (per mile or fraction thereof)	<u>Per Minute</u>
0-1	\$0.00500
2-25	\$0.00750
26-50	\$0.01600
51+	\$0.02690

**C. Network Blocking**

Per Blocked Call	\$0.0052
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ACCESS SERVICE

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.3 End Office Switching

A. Local Switching Charge

- Per Minute \$ .008222 (I)

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.3 End Office Switching**

**A. Local Switching Charge**

- Per Minute

\$0.008024

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.3 End Office Switching

A. Local Switching Charge

Per Minute

\$0.0081840

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.3 End Office Switching**

**A. Local Switching Charge**

- Per Minute

\$0.008339

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

- Per Query \$0.011

3.9.5 Switched Access Optional Features

Special Assembly Basis

3.9.6 Tandem Switching\*

	Per Access Minute of Use
Originating	\$0.0012090
Terminating	\$0.0012090

3.9.7 VoIP-PSTN Traffic	Originating	Terminating	(N)
Carrier Common Line	\$0.0000000	\$0.0000000	             (N)
End Office Switching	\$0.0025630	\$0.0025630	
End Office Trunk Port	\$0.0009000	\$0.0009000	
Tandem Switching	\$0.0002880	\$0.0002880	
Tandem Transport	\$0.0000530	\$0.0000530	
Tandem Facility (Per Min/Per Mile)	\$0.0000030	\$0.0000030	

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

- Per Query \$0.011

3.9.5 Switched Access Optional Features

Special Assembly Basis

3.9.6 Tandem Switching\*

	Per Access Minute of Use
Originating	\$0.0012090
Terminating	\$0.0012090

(N)  
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(N)

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

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.9 Rates and Charges (Cont'd.)

3.9.4 Toll-Free 8XX Data Base Access Service

Per Query \$0.011

3.9.5 Switched Access Optional Features

Special Assembly Basis

3.9.6 Tandem Switching \*

Per Minute \$0.0012090

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.4 Toll-Free 8XX Data Base Access Service**

- Per Query \$0.011

**3.9.5 Switched Access Optional Features**

Special Assembly Basis

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ACCESS SERVICE

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**SECTION 4 - DEDICATED ACCESS**

**4.1 General**

The Company provides intrastate Dedicated Access Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated access service is provisioned from the XO switch site to the customer premise. The circuit is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

All Dedicated Access Services are offered and priced on an Individual Case Basis (ICB).

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SECTION 5 - MISCELLANEOUS CHARGES

5.1 Historic Invoices

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

<u>Format</u>	<u>Rate Per Invoice</u>
Electronic	\$10.00
CSV/CD of CDR	\$25.00

5.2 Service Order Changes

5.2.1 Service Order Change Charge

Customer will be assessed a non-recurring charge when it initiates a modification of a Service Order after its acceptance by XO. If a Service Order is modified after its acceptance by XO, per-Circuit change charges will apply as follows: \$50 for any change requested by Customer within five (5) days of Service Order acceptance; \$200 for any change requested by Customer between five (5) days of Service Order acceptance and five (5) days of the projected Start of Service Date; and \$400 for any change requested by Customer within five (5) days of the projected Start of Service Date. In addition, Customer must pay all third party charges imposed as a result of the change.

5.2.2 Service Order Cancellations

Customer will be assessed a non-recurring charge for each Circuit cancelled between the date of its acceptance by XO and the projected Start of Service Date. The cancellation charges will be as follows:

Circuit Type	Cancellation Charge -- Per Circuit
DS1	\$750.00, plus one month's MRC
DS3	\$1,500.00, plus one month's MRC
All other Circuit types	One month's MRC and applicable installation charges

In addition to these charges, Customer must pay all third party charges imposed as a result of the cancellation.

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 (N)

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SECTION 5 - MISCELLANEOUS CHARGES

5.1 Historic Invoices

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

<u>Format</u>	<u>Rate Per Invoice</u>
Electronic	\$10.00
CSV/CD of CDR	\$25.00

(N)  
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(N)

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**SECTION 5 - MISCELLANEOUS CHARGES**

[Reserved for Future Use]

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SECTION 5 - MISCELLANEOUS CHARGES

5.3 Intra-Building Moves

Customers will be assessed a non-recurring charge for requesting an existing circuit to be moved to a new end point termination within the same building as the current termination. . Moves of three or fewer floors will be charges as shown below. The customer will retain all services, terms, and pricing for the moved circuit once the move has been completed. The non-recurring charges below apply to DS1 and DS3 services that do not include additional infrastructure, cabling, electronics, or other materials.

Requests for moves of more than three floors will be charged an ICB rate.

Circuit	Non-Recurring Charges	
	Initial Circuit	Each Additional Circuit
DS1	\$550.00	\$275.00
DS3	\$550.00	\$275.00

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SECTION 6 - PROMOTIONS

6.1 General

The Company may from time to time engage in special promotional offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times and/or locations, and shall be subject to prior notification and approval by the Commission.

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**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Individual Case Basis Pricing**

Rates for Dedicated Access services will be determined on an Individual Case Basis (ICB). ICB rates will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

**7.2 Special Assembly**

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly, and shall be subject to prior notification and approval by the Commission

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