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ACCESS SERVICE

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**ADOPTION NOTICE**

XO Communications Services, LLC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, Missouri Tariff No. 10 filed with the Public Service Commission, State of Missouri, by XO Communications Services, Inc.

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Issued: May 17, 2012

Effective: May 27, 2012

Kelly Faul – Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
Herndon, VA 20171

FILED  
Missouri Public  
Service Commission  
LN-2012-0376; YL-2012-0745

**XO Communications Services, LLC**

Missouri Tariff No. 10 (T)  
~~1<sup>st</sup> Revised Title Page~~  
2<sup>nd</sup> Revised Title Page  
Cancels 1<sup>st</sup> Revised Title Page  
~~Cancels Original Title Page~~

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**This Tariff, XO Communications Services, LLC Missouri Tariff No. 10, replaces XO Communications Services, Inc. No. 10 and 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.** (T)  
(T)

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

OFFERED BY

XO Communications Services, LLC (T)  
13865 Sunrise Valley Dr. |  
Herndon, VA 20171 (T)

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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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Alaine Miller, VP - Regulatory & External Affairs  
1633 Westlake Avenue, No., Suite 200  
Seattle, WA 98109

MOagf0501

ACCESS SERVICE

SECTION 1.0 - APPLICATION OF TARIFF (CONT'D)

1.2 Definitions

The following definitions are applicable to this tariff:

**8YY Originating** – Feature Group D originating usage dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

(N)  
|  
(N)

**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.

**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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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.

**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.)**

**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.

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

**Entrance Facility** - An Entrance Facility provides the communication path between a Customer's premises and the Company for the sole use of the Customer.

(N)  
(N)

**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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**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.

**N/A** - Not Applicable.

**Non-8YY Originating** – Feature Group B or D originating usage that is not dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

(N)  
|  
(N)

**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.)

**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.

(T)  
(T)



## ACCESS SERVICE

## 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.

**Toll Free** - Toll Free is a service for which the toll charges for completed calls are paid by the toll free subscriber, rather than the calling party. (N)  
(N)

**Toll VoIP-PSTN Traffic** - 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.

**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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ACCESS SERVICE

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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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**ACCESS SERVICE**

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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.

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

(C)(N)

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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ACCESS SERVICE

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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.

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 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.

(T)  
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(T)

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**Filed**  
Missouri Public  
Service Commission

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ACCESS SERVICE

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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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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**ACCESS SERVICE**

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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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MOagf0501

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ACCESS SERVICE

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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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ACCESS 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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**ACCESS 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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ACCESS SERVICE

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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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ACCESS SERVICE

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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).



ACCESS SERVICE

**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 47 C.F.R. § 51.913 and the Federal Communications Commission’s orders adopting and amending those rules (“Section 51.913”).
3. This section will be applied to identify intrastate Toll VoIP-PSTN Traffic exchanged with a Customer or its affiliate that is a local exchange carrier only to the extent that the Customer or its local exchange carrier affiliate has also implemented billing for intrastate Toll VoIP-PSTN Traffic in accordance with Section 51.913.

B. Rating of Toll VoIP-PSTN Traffic

All interstate Toll VoIP-PSTN Traffic and intrastate terminating Toll VoIP-PSTN Traffic will be billed at rates equal to the Company’s relevant Tariff FCC No.1 which are provided in Section 3.9.7 of this tariff or XO Communications Services, LLC (T) Tariff FCC No. 1, Section 6.

Any intrastate originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company’s relevant intrastate originating switched access rates as provided in section 3 of this tariff.

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

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

1. The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate originating switched access MOU that the Customer receives from the Company in the state and terminates 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 originating switched access MOU in the state that the Company originates 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. (C)

3. The Company will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate originating switched access MOU sent by the Company to 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). (C)

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)

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

- 4. The Company will apply the PVU factor to the total intrastate originating switched access MOU sent to the Customer in order to determine the number of intrastate originating Toll VoIP-PSTN Traffic MOU. (C)  
| (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 originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C)  
(C)

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 originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C)  
(C)

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 originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C)  
| (C)

- 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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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)

D. Initial PVU factor

1. If the PVU factor cannot be implemented in the Company's billing systems by July 1, 2014, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to July 1, 2014. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to July 1, 2014, provided that the Customer provides the PVU-C factor to the Company no later than October 15, 2014; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly. (C)  
| (C)  
(C)  
(C)
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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ACCESS SERVICE

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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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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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ACCESS SERVICE

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 that the Customer delivers for termination on the Company's network. (C)  
(C)

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.

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 (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*.

ACCESS SERVICE

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

3.3 Rate Categories

The following rate categories apply to Switched Access Service:

- Direct Connect
- Tandem Connect
- Toll-Free 8XX Data Base Access Service
- Optional Features

(C)  
|  
(C)

3.3.1 Direct Connect

The Company will provide Direct Connect Service between the Customer’s Premises and the Company’s Local Switching Center switches. This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting at a nominal speed of 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting at a nominal speed of 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in Section 3.9.

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The Company will provide Direct Connect between the Customer’s Premises and the ILEC’s local switch when the local switch and the facilities are leased by the Company from the ILEC. The Company will bill the Direct Connect rates when the ILEC’s Category 11 Daily Usage Feed Records indicate that the call was routed directly from the Customers’ Premises to the ILEC switch serving the end user customer without routing through the access tandem.

When a Customer purchases Direct Connect, if the number of calls over the direct trunks has reached its maximum level, calls not able to be switched over the direct trunks will overflow/be routed to the Customer via an access tandem. In that event, the Customer will be assessed the Tandem Connect rates for such calls. The Direct Connect rate is comprised of the Minutes of Use (MOU) based charges found in Section 3.9.1.

The Direct Connect rate is a combination of the former End Office Switching and Carrier Common Line rate element charges.

(C)

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ACCESS SERVICE

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

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

**3.3.2 Tandem Connect**

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of the Minutes of Use (MOU) based End-Office switching and tandem switched transport functions.

Tandem Connect Charges apply on a per-minute-of-use basis when calls are switched by an ILEC's tandem switch to or from the Company's Local Switching Center or are switched through a tandem switch for which the Company leases from the ILEC the tandem switching function. The rate will vary based on whether the Company leases the tandem switching function on a call. Tandem Connect rates are found in Section 3.9.2.

Rates and charges for Tandem Connect minutes for which the Company does not lease the tandem switching function from the ILEC do not contain the ILEC's tandem switching charge and are denoted in the Switched Access Rates section as Tandem Connect Without Tandem Switching. Rates for Tandem Connect minutes for which the Company does lease the tandem switching function from the ILEC contain the ILEC's Tandem Switching Charge and are denoted in the Switched Access Rates section as Tandem Connect with Tandem Switching.

The Tandem Connect Without Tandem Switching rate is a combination of the former End Office Switching, Carrier Common Line, and Transport Charge rate element charges. The Tandem Connect With Tandem Switching rate is a combination of the former End Office Switching, Carrier Common Line, Transport Charge, and Tandem Switching rate element charges.

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

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

**3.3.4 800 Data Base Access Service**

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800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When a Toll Free SAC\*+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the Toll Free number to determine the Customer location to which the call is routed.

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The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis.

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**3.3.5 Switched Access Optional Features**

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

\* Toll Free Service Access Codes (SACs) would include NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

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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. 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.

\*Effective May 8, 2020, Special Access Services are no longer available to new customers. Moves, additions, or changes will no longer be permitted for existing customers.

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ACCESS SERVICE

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

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

**3.4.1 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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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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**

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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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ACCESS SERVICE

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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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**ACCESS SERVICE**

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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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ACCESS SERVICE

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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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ACCESS 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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ACCESS SERVICE

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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.

ACCESS SERVICE

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

**3.9 Rates and Charges**

**3.9.1 Direct Connect Charges**

Per Access Minute  
of Non-8YY  
Originating Use  
\$0.001732

Per Access Minute  
of 8YY  
Originating Use  
See Note 1\*

Per Access Minute  
Terminating Use  
See Note 1\*

(R)

\*Note 1 – 8YY Originating, Toll Free Data Base Access Service Basic Query, and Terminating switched access rates are billed at Company’s tariffed interstate rates found in XO Communications Services, LLC FCC Tariff No. 1 which may be viewed at [www.verizon.com/tariffs](http://www.verizon.com/tariffs).

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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 |

ACCESS SERVICE

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

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

**3.9.2 Tandem Connect Charges**

**A. Tandem Connect Without Tandem Switching**

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.001732	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	<b>(R)</b>
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**B. Tandem Connect With Tandem Switching**

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.002090	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	<b>(R)</b>
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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

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

**3.9.3 Reserved for Future Use**

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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

Note 1\*

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3.9.5 Switched Access Optional Features

Special Assembly Basis

3.9.6 Network Blocking

Per Access Minute of Use  
\$0.005200

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\* Note 1 – Toll Free Data Base Access Service Basic Query rates are billed at Company’s tariffed interstate rates found in XO Communications, LLC FCC Tariff No. 1 which may be viewed at [www.verizon.com/tariffs](http://www.verizon.com/tariffs).

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ACCESS SERVICE

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

3.9 Rates and Charges (Cont'd.)

3.9.7 VoIP PSTN Traffic

A. Direct Connect Charges

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.001732	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

B. Tandem Connect Charges

(1) Tandem Connect Without Tandem Switching

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.001732	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

(2) Tandem Connect With Tandem Switching

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.002090	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

3.9.8 Switched Access IP Direct Connect

A. Direct Connect Charges

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.001732	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

B. Tandem Connect Charges

(1) Tandem Connect Without Tandem Switching

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.001732	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

(2) Tandem Connect With Tandem Switching

Per Access Minute of Non-8YY <u>Originating Use</u> \$0.002090	Per Access Minute of 8YY <u>Originating Use</u> See Note 1*	Per Access Minute <u>Terminating Use</u> See Note 1*	
			(R)

*M – Some language on this page was moved from Page 63.*

\*Note 1 – 8YY Originating Usage and Terminating Usage switched access rates are billed at Company’s tariffed interstate rates found in XO Communications Services, LLC FCC Tariff No. 1 which may be viewed at [www.verizon.com/tariffs](http://www.verizon.com/tariffs). (T)

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.10 Switched Access IP Direct Connect**

**3.10.1** The Company will provide Switch Access IP Direct Connect Service, between the Customer's equipment and the Company's Local Switching Center switch(es). Customer is responsible for purchasing an IP Interconnection service to access the Company's SWA IP Direct Connect Service. The application of rates for SWA IP Direct Connect Service is described in Section 3.9.8.

- A.** The SWA IP Direct Connect Service is provided to Customers for which Company has installed a gateway or gateways (the "Gateway") that will allow IP traffic to terminate to the Company's switched network.
- B.** The SWA IP Direct Connect Service includes connectivity from the Gateway to Company's private IP network, via a dedicated connection purchased from the Company.
- C.** The SWA IP Direct Connect Service allows voice and call set-up signaling to be carried from the Gateway to the Company's switched network for termination by Company's local switches.
- D.** The SWA IP Direct Connect Service may be used to terminate traffic to all valid Company NPA-NXXs. Calls will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), service codes 611, 911, and 101XXXX access codes or NPA NXXs not assigned to Company.
- E.** There are two types of rates and charges that apply to SWA IP Direct Connect Service. These are Usage Rates and Non-Recurring Charges.

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

Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service). Non-Recurring Charges apply to each SWA IP Direct Connect Service installed. The charge is applied per line or trunk.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.2 Eligibility**

In order to be eligible to subscribe to this SWA IP Direct Connect Service, the following conditions must be met:

- A.** Customers must have purchased from Company and had installed a gateway or gateways, pursuant to a separate non-tariff agreement, that will allow IP traffic to terminate to the Company's switched network;
- B.** Customers must purchase from Company and have Company install the IP Direct Connect Trunk Group on the Gateway prior to commencement of SWA IP Direct Connect Service;
- C.** The Customer must have in place a private IP dedicated connection to the Gateway(s) of sufficient capacity to handle the traffic exchanged between the Customer and the Company; and
- D.** Not more than eighty-nine percent (89%) of the Customer's traffic routed to Company over the previous three (3) months via the SWA IP Direct Connect Service must be jurisdictionally intrastate.

**3.10.3 Expiration Date**

Company shall have the right to cease offering SWA IP Direct Connect Service upon cancellation of this Section 3.10. Notwithstanding the forgoing, Company shall continue to provide service to current Customers purchasing SWA IP Direct Connect Service for three months following cancellation of Section 3.10.

**3.10.4 Billing of SWA IP Direct Connect Service Minutes**

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 (CONT'D.)****3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.5 General Regulations**

- A. In order to subscribe to this offering, a Letter of Agreement for Firm Order Commitment provided by the Company must be executed with the Customer's signature and acknowledged by a Company representative's signature. The Letter of Agreement shall contain the starting date of the Customer's term and the Access Customer Name Abbreviations (ACNAs).
- B. When placing an order for SWA IP Direct Connect Service, the Customer shall provide completed and executed order forms as required by the Company.
- C. Customer agrees to purchase SWA IP Direct Connect Service for a period of no less than two years unless the Company cancels this Section 3.10, in which case Section 3.10.3 shall govern.
- D. Failure by Customer to provide required signaling information -- including, but not limited to, Calling Party Number and Automatic Number Information -- such that Company can properly determine the jurisdiction of traffic shall be grounds for Company to terminate this offering to the Customer.
  - E. In order to maintain the quality of the SWA IP Direct Connect Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in the SWA IP Direct Connect Service being unavailable during the time period between 12:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those Customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the Customer.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.6 Obligations of Company**

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of SWA IP Direct Connect Service. These obligations are as follows:

**A. Network Management**

The Company will administer its Network to ensure the 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 reserves 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 SWA IP Direct Connect Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.10 Switched Access IP Direct Connect, (Cont'd.)****3.10.7 Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of SWA IP Direct Connect Service, as follows:

**A. Report Requirements**

When a Customer orders SWA IP Direct Connect Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.19.7 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein 2.19.7.

**B. Supervisory Signaling**

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

**C. Design of SWA IP Direct Connect Services**

It is the Customer's responsibility to assure that sufficient SWA IP Direct Connect Service has been ordered to handle its traffic.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.10 Switched Access IP Direct Connect, (Cont'd.****3.10.7 Obligations of the Customer (Cont'd.)****D. Network Management**

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.6.

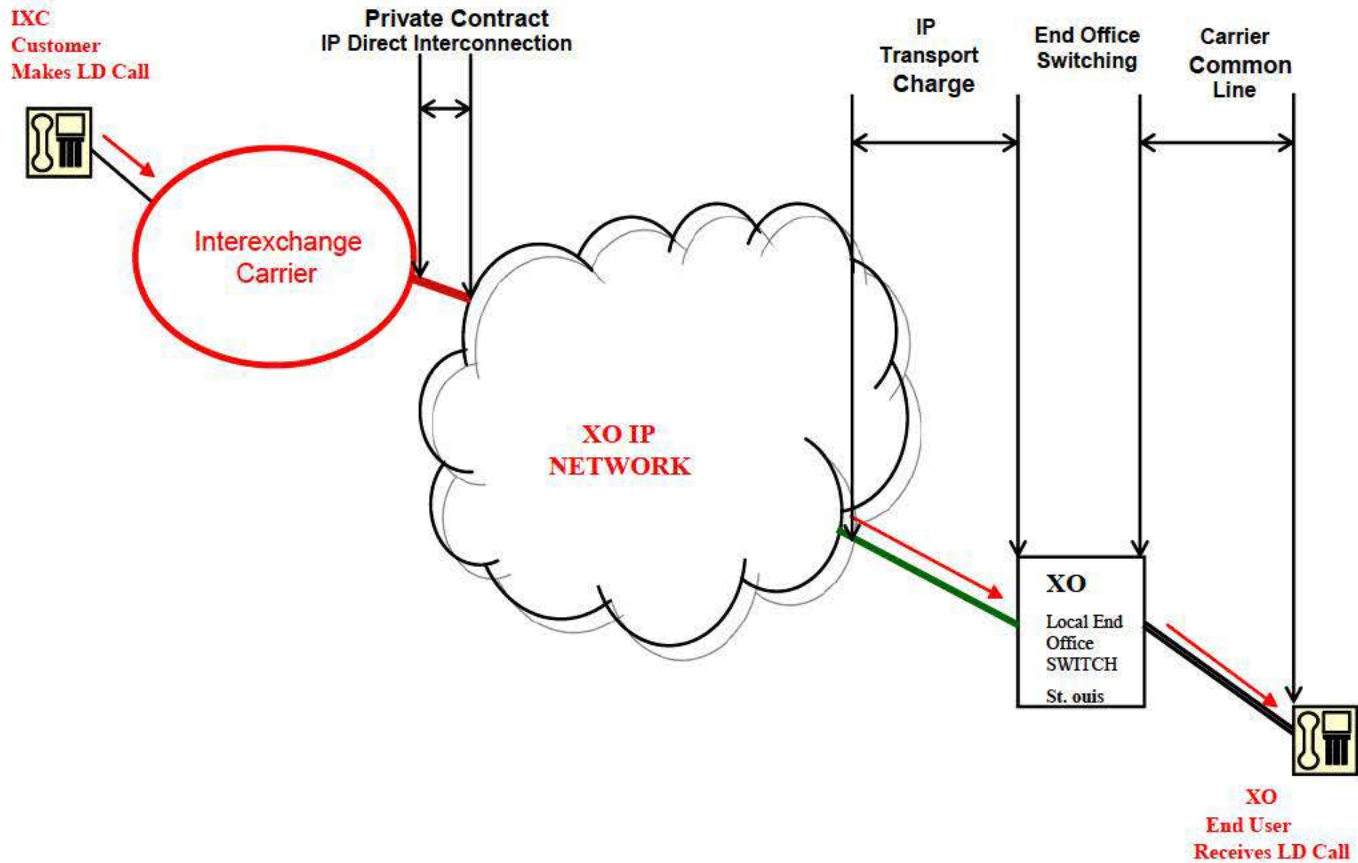


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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.10 Switched Access IP Direct Connect, (Cont'd.)

3.10.8 Switched Access IP Direct Connect Diagram



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ACCESS SERVICE

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**Effective May 8, 2020, Dedicated Access is no longer available to new customers. Moves, additions, or changes will no longer be permitted for existing customers.**

(N)  
(N)

**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.

(N)

(N)

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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

**5.4 Service Extension Charge**

A Service Extension Charge will be assessed when a customer requests and XO agrees to provide services at a location beyond XO’s demarcation point. This non-recurring charge will be applied to the first and each additional circuit as outlined below:

Type of Circuit	NON-RECURRING CHARGES	
	First Circuit	Each Additional Circuit
Less Than or Equal to a DS1 (1.544 Mbps)	\$ 325.00	\$ 80.00
More Than a DS1 (1.544 Mbps) and Less Than or Equal to a DS3 (44.736 Mbps)	\$ 550.00	\$ 550.00

(N)  
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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