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April 7, 2014

# **BY EFIS**

Docket Clerk Missouri Public Service Commission Docketing Division 200 Madison Street, PO Box 360 Jefferson City, MO 65102-0360

Re: Mercury Voice and Data, LLC d/b/a Suddenlink Communications Tracking No. JL-2014-0354

Dear Sir or Madam:

Please find attached for filing the following replacement pages to Access Services Tariff No. 5, filed by Mercury Voice and Data, LLC d/b/a Suddenlink Communications on March 12, 2014 in JL-2014-0354:

First Revised Page 34 First Revised Page 37 Original Page 43 Original Page 52

If you have any questions regarding this filing, please contact the undersigned at (202) 973-4282 or jenniferfrewer@dwt.com.

Sincerely,

Jennifer Toland Frewer

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March 12, 2014

### **BY EFIS**

Missouri Public Service Commission Docketing Division 200 Madison Street, PO Box 360 Jefferson City, MO 65102-0360

Re: Mercury Voice and Data, LLC d/b/a Suddenlink Communications

**Tracking No. JL-2014-0354** 

Dear Docket Clerk:

On behalf of Mercury Voice and Data, LLC d/b/a Suddenlink Communications, through its undersigned counsel, respectfully submit following revised Access Services Tariff No. 5;

First Revised Pages 2-6

First Revised Page 8

First Revised Page 12

First Revised Pages 19-21

First Revised Pages 26-28

First Revised Page 31

First Revised Pages 34-38

First Revised Pages 40-41

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Original Page 19.1

Original Page 28.1

Originla Pages 43-52

If you have any questions regarding this filing, please contact the undersigned at (202) 973-4282 or jenniferfrewer@dwt.com.

Sincerely,

Jennifer Toland Frewer

#### **CHECK SHEET**

All pages of this tariff listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
TITLE	Original*	28.1	Original*
1	Original*	29	Original*
2	1 <sup>st</sup> Revised	30	Original*
3	1 <sup>st</sup> Revised	31	1 <sup>st</sup> Revised
4	1 <sup>st</sup> Revised	32	Original*
5	1 <sup>st</sup> Revised	33	Original*
6	1 <sup>st</sup> Revised	34	1 <sup>st</sup> Revised
7	Original*	35	1 <sup>st</sup> Revised
8	1 <sup>st</sup> Revised	36	1 <sup>st</sup> Revised
9	Original*	37	1 <sup>st</sup> Revised
10	Original*	38	1 <sup>st</sup> Revised
11	Original*	39	Original*
12	1 <sup>st</sup> Revised	40	1 <sup>st</sup> Revised
13	Original*	41	1 <sup>st</sup> Revised
14	Original*	42	Original*
15	Original*	43	Original*
16	Original*	44	Original*
17	Original*	45	Original*
18	Original*	46	Original*
19	1 <sup>st</sup> Revised	47	Original*
19.1	Original*	48	Original*
20	1 <sup>st</sup> Revised	49	Original*
21	1 <sup>st</sup> Revised	50	Original*
22	Original*	51	Original*
23	Original*	52	Original*
24	Original*		-
25	Original*		
26	1 <sup>st</sup> Revised		
27	1 <sup>st</sup> Revised		
28	1 <sup>st</sup> Revised		

<sup>\*</sup> Indicates pages included with this filing

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### **ACCESS SERVICES**

Mercury Voice and Data, LLC d/b/a Suddenlink Communications

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#### 1. APPLICATION OF TARIFF

#### 1.1 GENERAL

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of Intrastate Access Services ("Switched Access Service", "Access Service" or "Services") by Mercury Voice and Data, LLC ("Company") to Customers that furnish intrastate telecommunications services to the Telephone Company's end users within the State of Missouri. The Company's Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises, and to terminate calls from a Customer's premises to an End user's premises.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The provision of Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other current Tariffs, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Missouri Public Service Commission.

#### 1.2 TARIFF REVISION SYMBOLS

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

Issued: March 12, 2014 Effective Date: April 14, 2014

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#### 1. APPLICATION OF TARIFF

#### 1.3 **DEFINITIONS**

### **Access Minutes**

The usage of exchange facilities, or the functional equivalent thereof, in intrastate service for the purpose of calculating chargeable usage.

# Access Tandem

A switching system, or the functional equivalent thereof, that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

#### Advance Payment

The term "Advance Payment" denotes the requirement for partial or full payment required before the start of service.

### Call

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

# Carrier or Common Carrier

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

### Central Office

A local Company switching system, or the functional equivalent thereof, where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Issued: March 12, 2014 Effective Date: April 14, 2014

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#### 1. APPLICATION OF TARIFF

# 1.3. **DEFINITIONS (CONT'D)**

### Channel

A communications path between two or more points of termination.

#### **Common Carrier**

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

#### Company

Mercury Voice and Data, LLC and its affiliate companies.

### Customer

The term "Customer" (when capitalized) denotes any person, firm, partnership, cooperation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

#### **End Office**

A switching or call routing unit, or the functional equivalent thereof, which provided service to retail end user customers and having the necessary equipment and operating arrangement for terminating and interconnecting customer lines and trunks, or the functional equivalent thereof. With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

#### End User

The term "End User" means any wholesale or retail customer of an interstate or foreign telecommunications service that is not a carrier. The term "End User" may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.

Issued: March 12, 2014 Effective Date: April 14, 2014

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#### 1. APPLICATION OF TARIFF

## 1.3. **DEFINITIONS (CONT'D)**

### Non-interconnected VoIP Service

The term "non-interconnected VoIP service" means a service that (i) enables real-time voice communications that originate from or terminate to the user's location using Internet protocol or any successor protocol; and (ii) requires Internet protocol compatible customer premises equipment; and (iii) does not include any service that is an interconnected VoIP service.

### Point of Termination

The point of termination within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of termination is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the FCC's Rules and Regulations.

# "Regulatory Authority" or "Commission"

The Missouri Public Service Commission.

#### **Tandem Transport**

The term "Tandem Transport" denotes the transport between an access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location.

#### Trunk

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

### Trunk Gateway

The point of interface between the PSTN trunk facility and the Company defined by Common Language Location Identifier (CLLI) codes assigned to the Company, as reflected in the Local Exchange Routing Guide (LERG). Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location.

Issued: March 12, 2014 Effective Date: April 14, 2014

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### 2. GENERAL REGULATIONS

# 2.1. UNDERTAKING OF THE COMPANY (CONT'D)

### 2.1.3. TERMS AND CONDITIONS (CONT'D)

G. Interconnection

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The Company will provide for interconnection with other carriers in accordance with the rules and regulations promulgated by the Commission.

H. Service may be terminated upon written notice to the Customer if:

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- 1. The Customer is using the service in violation of this Tariff; or
- 2. The Customer is using the service in violation of the law.
- I. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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#### 2. GENERAL REGULATIONS

### 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

## 2.2.3 JURISDICTIONAL REPORT REQUIREMENTS

Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access service is activated, the following criteria will apply:

- A. FGD Switched Access services consist of a trunk side connection, or the functional equivalent thereof, to the Company's network. For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes as outlined below in (E).
- B. For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (E).
- C. FGB Switched Access Services consists of a trunk side connection, or the functional equivalent thereof, and access to a uniform seven digit access code (950-XXX). For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication.
- D. For originating 8XX Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 8XX minutes, as outlined below in (E).

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#### 2. GENERAL REGULATIONS

### 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

# 2.2.3 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)

- E. For Customer provision of jurisdictional information, the following requirements apply:
- 1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.
- 2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.
- 3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company.
- 4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
- 5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
- 6. No revisions to bills preceding the effective date of the jurisdictional information will be made based on this report receives a revised report from the Customer or updates the Company projected PIU

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

Issued: March 12, 2014

Effective Date: April 14, 2014

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#### 2. GENERAL REGULATIONS

# 2.2. OBLIGATIONS OF THE CUSTOMER (CONT'D)

## 2.2.4 CHANGES IN SERVICE REQUESTED

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted accordingly.

#### 2.2.5 NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

Customers desiring to terminate service shall provide the Company 30 days written notice of their desire to terminate service.

#### **2.2.6 INDEMNITY**

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

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

# 2.2.7 TRANSFERS AND ASSIGNMENTS

The Customer may not assign or transfer the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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#### 2. GENERAL REGULATIONS

# 2.3 CUSTOMER EQUIPMENT AND CHANNELS

#### 2.3.1 INTERCONNECTION OF FACILITIES

- A. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- B. The Company shall maintain Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- C. Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's facilities at a suitable location inside a customer designated location, and will be installed by the Company to such point of termination. Service provided to a Customer under this Tariff must be connected to access tandem facilities of another telephone company in the joint provision of interstate access.

#### 2.3.2 INSPECTION AND TESTING

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary, without penalty or liability, to determine that the Customer is complying with the requirements set forth in Section 2.3 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

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#### 2. GENERAL REGULATIONS

### 2.7 APPLICATION OF RATES AND CHARGES

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

#### 2.7.1 MEASURING ACCESS MINUTES

Customer traffic (originating and terminating calls) will be measured (i.e., recorded or assumed) in minutes of use by the Company at its End Office, Trunk Gateway, or functionally equivalent location to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the company lost, damaged tapes or experienced recording system outages, the Company will estimate the value of lost Customer access minutes of use based on previously known values.

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

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

For terminating calls over Feature Group B or D, or the functional equivalent thereof, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGB and FGD Access Service, or the functional equivalent thereof, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

The measurement of terminating call usage over Feature Group B or D, or the functional equivalent thereof, ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch. FGB and FGD access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurements is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minutes for each end office.

Issued: March 12, 2014 Effective Date: April 14, 2014

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#### 2. GENERAL REGULATIONS

### 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

## 2.7.2 RATES BASED UPON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- A. The mileage to be used to determine the monthly rates ("Transport Mileage") will be calculated based on the airline distance between the end office switch where the call carried by Transport Mileage originates or terminates at the customer's serving wire center. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates.
- B. The Transport Mileage rates are in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Transport Mileage rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

Effective Date: April 14, 2014

#### 2. GENERAL REGULATIONS

## 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

### 2.7.3 NONRECURRING CHARGES

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

#### A. Installation of Service

Nonrecurring charges apply to each Access Service installed. For Switched Access Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Access Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

### B. Service Rearrangements

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

#### 1. 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.

## 2. 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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#### 2. GENERAL REGULATIONS

# 2.7. APPLICATION OF RATES AND CHARGES (CONT'D)

## 2.7.3. NONRECURRING CHARGES (CONT'D)

#### C. Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals: (1) Standard Interval, (2) Negotiated Interval.

To the extent the service can be made available with reasonable effort, the Company will provide the service in accordance with the Customer's requested interval, subject to the following conditions:

#### 1. Standard Interval:

- The Standard Interval for Switched Access Services will be 45 days.
- Access Services provided under the Standard Interval will be installed during Company Business hours.

## 2. Negotiated Interval:

The Company will negotiate a service date interval with the Customer on an Individual Case Basis (ICB) when:

- There is no standard interval for the service.
- The Customer requests a service date before or beyond the applicable Standard Interval Service Date,
- The Company determines that the 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 required. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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#### 2. GENERAL REGULATIONS

## **2.9. BILLING AND PAYMENT (CONT'D)**

#### **2.9.1 TAXES**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such a certificate.

#### 2.9.2 CLAIMS AND DISPUTES

All invoices are presumed accurate, and shall be binding on the Customer unless a valid bill dispute is received by the Company after such invoices are rendered. In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within thirty (30) days of receipt of the invoice. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, the Customer may be required, at the Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

All disputes between the Company and the Customer that cannot be settled through negotiation may be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules, unless the parties agree otherwise. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration. This dispute process does not preclude the Customer from filing a complaint with the Commission.

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#### 3. SWITCHED ACCESS SERVICE

### 3.1 GENERAL

Switched Access Service provides a physical or logical transmission path for the routing, transport, origination and/or termination of Customer traffic between End Users and a third-party's access tandem (or functional equivalent) by utilizing the services, facilities or equipment owned or controlled through contract or other means, by the Company.

### 3.2 TRAFFIC TYPE DESIGNATION

The Company affirms that all of its interconnected VoIP traffic either originates from or terminates to a VoIP end user and is therefore, VoIP-PSTN traffic, within the meaning of FCC regulations governing such traffic (FCC 11-161).

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### 3. SWITCHED ACCESS SERVICE

### 3.3 SWITCHED ACCESS RATE CATEGORIES

The rate categories that apply to Switched Access Service provided by the Company are as follows:

- Carrier Common Line
- Tandem Transport
- Network Access
- 8XX Toll Free Access Service

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#### **ACCESS SERVICES**

Mercury Voice and Data, LLC d/b/a Suddenlink Communications

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#### 3. SWITCHED ACCESS SERVICE

## 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

#### 3.3.1 CARRIER COMMON LINE

The Company will provide Carrier Common Line Access Service to customers in conjunction with Switched Access Service provided in those areas where the incumbent Local Exchange Carrier provisions in a similar manner. Carrier Common Line Access provides for the use of end users' Company provided common lines, or functional equivalent thereof, by customers for access to such high end users to furnish intrastate communications.

Rates apply to all FGD access minutes that originate from or terminate to the Company's end office (equal access), or functional equivalent thereof, and to all FGB access minutes that terminate to the Company's end office, or functional equivalent thereof.

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#### 3. SWITCHED ACCESS SERVICE

## 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

#### 3.3.2 TANDEM TRANSPORT

The Tandem Transport service rate category provides for the transmission of communications between an access tandem, or the functional equivalent thereof, and the Company's End Office, Trunk Gateway, or functionally equivalent facility, service or location. Individual rate elements for this service include:

#### A. Tandem Switched Transport Termination

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

# B. Tandem Switched Transport Facility

The Tandem Switched Transport Facility rate element includes the distance sensitive portion of Tandem Transport and is assessed on a per access minute-of-use, and per mile basis. Transport Mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway, or functionally equivalent location within the applicable LATA.

### C. Tandem Switching

The Tandem Switching rate element applies on a per minute-of-use basis for the switching functions provided when the call passes between two other carriers.

#### D. Shared/Common Multiplexing

The Shared/Common Multiplexing rate element includes providing the capability of channelizing Tandem Transport facilities to individual services that require a lower capacity or bandwidth and is assessed on a per minute-of-use basis.

### E. Interconnection Charge

The Interconnection Charge recovers the costs associated with tandem transport that are not recovered by the tandem switched transport termination or tandem switched transport facility rate elements and applies to tandem switched transport access minutes on a per minute-of-use basis.

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#### 3. SWITCHED ACCESS SERVICE

### 3.3. SWITCHED ACCESS RATE CATEGORIES (CONT'D)

#### 3.3.3 NETWORK ACCESS

Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Local Switching, Common Trunk Port and Information Surcharge.

### A. Local Switching

Local Switching provides for (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned or controlled through contract or other means, by the Company, which allows for the routing of voice communications between the Company's Trunk Gateway location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

#### B. Shared/Common Trunk Port

Shared/Common Trunk Port provides for the termination of tandem transport trunks in shared ports at the Company's End Office, Trunk Gateway, or functionally equivalent location. The Shared/Common Trunk Port rate is assessed on a per-facility, service or minute-of-use basis to all trunk side originating and terminating access minutes routed to the Company via a third-party access tandem.

# C. Information Surcharge

The Information Surcharge rate element is billed in conjunction with the local switching component and is assessed on a per minute-of-use basis.

Mercury Voice and Data, LLC d/b/a Suddenlink Communications

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# 3. SWITCHED ACCESS SERVICE

# 3.4 RESERVED FOR FUTURE USE

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# **ACCESS SERVICES**

Mercury Voice and Data, LLC d/b/a Suddenlink Communications

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# 3. SWITCHED ACCESS SERVICE

# 3.4 RESERVED FOR FUTURE USE

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#### 5. RATES

# **5.1** Carrier Common Line

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.01060799	\$0.00000000
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.02949400	\$0.00000000
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.02059679	\$0.00000000
Southwestern Bell Telephone Company	9533	\$0.00838500	\$0.00000000
Windstream Missouri, Inc.	1885	\$0.03991600	\$0.00000000

In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# **5.2** Tandem Transport

# A. Tandem Switched Transport Termination

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00028880	\$0.00028880
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.00021800	\$0.00021800
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00012800	\$0.00012800
Southwestern Bell Telephone Company	9533	\$0.00005300	\$0.00005300
Windstream Missouri, Inc.	1885	\$0.00019800	\$0.00019800

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# **5.2** Tandem Transport

# B. Tandem Switched Transport Facility

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00002600	\$0.00002600
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.00002000	\$0.00002000
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.0006400	\$0.00006400
Southwestern Bell Telephone Company	9533	\$0.0000300	\$0.0000300
Windstream Missouri, Inc.	1885	\$0.00731920	\$0.00100000

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# **5.2** Tandem Transport

# C. Tandem Switching

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00223650	\$0.00223650
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.00033100	\$0.00033100
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00061100	\$0.00061100
Southwestern Bell Telephone Company	9533	\$0.00028800	\$0.00028800
Windstream Missouri, Inc.	1885	\$0.00925600	\$0.00925600

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

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## 5. RATES

# **5.2** Tandem Transport

# D. Shared/Common Multiplexing

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00018100	\$0.00018100
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.00021800	\$0.00021800
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00010800	\$0.00010800
Southwestern Bell Telephone Company	9533	\$0.00004700	\$0.00004700
Windstream Missouri, Inc.	1885	\$0.00000000	\$0.0005000

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# **5.2** Tandem Transport

# E. Interconnection Charge

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00022500	\$0.00000000
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.01405700	\$0.00000000
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.01888300	\$0.00000000
Southwestern Bell Telephone Company	9533	\$0.0000000	\$0.00000000
Windstream Missouri, Inc.	1885	\$0.00000000	\$0.0000000

In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# 5.3 Network Access

# A. Local Switching

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.02794254	\$0.00309630
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.02361700	\$0.00398300
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.02800266	\$0.00339300
Southwestern Bell Telephone Company	9533	\$0.00614200	\$0.00256300
Windstream Missouri, Inc.	1885	\$0.02665100	\$0.00231600

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# 5.3 Network Access

### B. Shared/Common Trunk Port

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00272450	\$0.00272450
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.00049800	\$0.00049800
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00171800	\$0.00171800
Southwestern Bell Telephone Company	9533	\$0.00090000	\$0.00090000
Windstream Missouri, Inc.	1885	\$0.00000000	\$0.00072800

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# 5.3 Network Access

# C. Information Surcharge

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.0000000	\$0.0000000
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.0000000	\$0.0000000
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00842900	\$0.0000000
Southwestern Bell Telephone Company	9533	\$0.0000000	\$0.0000000
Windstream Missouri, Inc.	1885	\$0.00000000	\$0.00000000

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

# 5.4 8XX Toll Free Access Service

# A. Customer Identification Charge/Database Query

		Originating <sup>[1]</sup> (per query)	<u>Terminating</u> (per query)
CenturyTel of Missouri, LLC d/b/a CenturyLink	9787	\$0.00992551	\$0.00992551
Embarq Missouri, Inc. d/b/a CenturyLink	1811	\$0.01502800	\$0.01502800
Spectra Communications Group, LLC d/b/a CenturyLink	1151	\$0.00994629	0.00994704
Southwestern Bell Telephone Company	9533	\$0.00310000	\$0.00310000
Windstream Missouri, Inc.	1885	\$0.00371300	\$0.00371300

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In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014