
ACCESS SERVICES

TITLE PAGE

TELEPORT COMMUNICATIONS AMERICA, LLC

Schedule of Rates, Charges, and Regulations Governing Regulated

ACCESS SERVICES

Applying to Intrastate Services within
the State of Missouri

Teleport Communications America, LLC, P.S.C. MO No. 1, Access Services tariff replaces Teleport Communications America, LLC, P.S.C. MO No. 6 (formerly TCG Kansas City, Inc., P.S.C. MO No. 6) and Teleport Communications America, LLC, P.S.C. MO No. 7 (formerly TCG St. Louis, P.S.C. MO No. 7) in its entirety.

ACCESS SERVICES

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ACCESS SERVICES

PREFACEEXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify change in text.

WAIVER OF RULES AND REGULATIONS

The following Statutes and Rules have been waived in accordance with the Missouri Public Service Commission's Report and Order (Case No. TM-98-253) dated June 30, 1998:

Statutory Provisions	Commission Rules	
Section 392.240(I)	Commission ratemaking	4CSR 240-10-020 Depreciation fund income
Section 392.270	Property Valuation	4 CSR 240-30.010 (2)(C) Copies of rate schedules
Section 392.280	Depreciation accounts	4 CSR 240-32.030 (1)(B) Exchange boundary maps
Section 392.290	Securities issuance	4 CSR 240-32.030 (1)(C) Record keeping
Section 392.310	Stock and debt issuance	4 CSR 240-32.030 (2) In-state record keeping
Section 392.320	Stock dividend payment	4 CSR 240-32.050 (3) Local off. record keeping
Section 392.330	Issuance of securities	4 CSR 240-32.050 (4) Telephone directories
	debts & notes	4 CSR 240-32.050 (50) Call Intercept
Section 392.340	Reorganization (s)	4 CSR 240-32.050 (6) Telephone number changes
		4 CSR 240-32.070 (4) Public coin telephone
		4-CSR 240-33.030 Minimum charges rule
		4 CSR 240-30.040 Uniform System of Accts.
		4 CSR 240-2.060 45 day tariff filing pending
		Interconnection agreement(s)

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PREFACE

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

CONCURRING CARRIERS, CONNECTING CARRIERS and OTHER PARTICIPATING CARRIERS

There are no Concurring, Connecting or Other Participating Carriers.

ACCESS SERVICES

PREFACE

EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
FCC or	
F.C.C.	Federal Communications Commission
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IXC	Interexchange Carrier or Interexchange Common Carrier
LATA	Local Access and Transport Area
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

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PREFACE

HOW TO USE THIS TARIFF

Tariff Format

A. Sheet Numbering -

Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially within each section. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added in Section 2 between sheets 6 and 7 would be 6.1.

B. Sheet Original Numbers -

Original numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the P.S.C. For example, the 4th revised sheet 4 cancels the 3rd revised sheet 4. Because of deferrals, notice periods, etc., the most current sheet revision number on file with the Commission is not always the Tariff Sheet in effect. Consult supplements for the Sheet currently in effect.

C. Section Numbering Sequence -

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

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)

D. References To Other Tariffs -

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

ACCESS SERVICES

PREFACE

DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this Tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this Tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, Access Service does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Advance Payment

Part or all of a payment required before the start of service.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Authorized User

A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

Bit

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

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term Central Office Prefix denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

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

Communications Services

The Company's intrastate regulated telecommunications services.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

Company

The term Company denotes Teleport Communications America, LLC, which is the issuer of this Tariff.

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term DS3 Facility denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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PREFACE

DEFINITIONS (continued)

End User

The term End User means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications 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.

Exchange

The term Exchange denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

Fiber Optic Cable

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

First Point of Switching

The term First Point of Switching denotes 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.

Immediately Available funds in U.S. dollars

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

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PREFACE

DEFINITIONS (continued)

Incumbent Local Exchange Carrier (ILEC)

The term Incumbent Local Exchange Carrier shall mean any Carrier that constitutes an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an incumbent local exchange carrier pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term Individual Case Basis denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term Interconnection Agreement denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff or Service Guide, as if all such services had been provided by the carrier.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

The term Intrastate Communications denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Joint User

A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

Kbps

Kilobits per second, denotes thousands of bits per second.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term Local Exchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

Local Exchange Service

The term Local Exchange Service denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this Tariff, the term Local Traffic means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. Local Traffic shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Mbps

Megabits, denotes millions of bits per second.

MPSC

The Missouri Public Service Commission.

Multi-frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Mutual Traffic Exchange

The term Mutual Traffic Exchange denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a Bill and Keep arrangement).

Network

Refers to the Company's facilities, equipment, and services provided under this tariff.

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

North American Numbering Plan

The term North American Numbering Plan denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term Off-hook denotes the active condition of a Local Exchange Service line.

On-hook

The term On-hook denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term Originating Direction denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term Percent of Interstate Use (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Connection ("POC")

A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under this tariff.

Point of Interconnection (POI)

The term Point of Interconnection (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

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 outside distribution network facilities at a suitable location at a Customer Premises. Such wiring or cable will be installed by the Company.

ACCESS SERVICES

PREFACE**DEFINITIONS (continued)**Port

A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Recurring Charges

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

Service Commencement Date

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

Service Order

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Terminal Interface

The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

ACCESS SERVICES

PREFACE

DEFINITIONS (continued)

Transmission Path

The Transmission Path denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

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

Trunk Group

The term Trunk Group denotes 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.

User

Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

ACCESS SERVICES

1. APPLICATION OF TARIFF

1.1 Application

1.1.1 General

This tariff applies to the furnishing of Access Services by Teleport Communications America, LLC within the State of Missouri. Switched Access Services are furnished for the capability of originating and terminating intrastate Long Distance calls.

(C)
|
(C)

This tariff applies only for the use of the Company's services for communications within the State of Missouri.

The provision of Access Services is subject to existing regulations specified in the tariffs of Teleport Communications America, LLC, and may be revised, added to, or supplemented by superseding issues.

All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.

Services under this Tariff may be offered and billed under the name of Teleport Communications America, LLC serving the customer's location, or under the name of a subsidiary or affiliate, including but not limited to AT&T Corp., AT&T Communications, and any AT&T affiliates authorized to provide you with AT&T services prior to November 17, 2005. Services may be offered singly or in bundles with services offered by Teleport Communications America, LLC or their affiliates.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

- A. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B. Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- C. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.
- D. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- E. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- F. Services are provide 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- G. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.2 Limitations

Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges, a month is considered to have 30 days.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The tariffs of the Company shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.2 Limitations (continued)

A. Assignment or Transfer of Services

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

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

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

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

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

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.2 Limitations (continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Reserved For Future Use

D. Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.1.2.A. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

E. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.3 Liability

- A. The liability of the Company for damages' arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer-provided or User-provided equipment or facilities.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.3 Liability (continued)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim except as stated herein. No action or proceeding against the Company shall be commenced more than two years after the service is rendered or as required by Missouri law.
- H. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.3 Liability (Cont'd)

- J. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- L. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.4 Provision of Services

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer - or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - the reception of signals by Customer-provided equipment.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.1.6 Customer Equipment and Channels

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than telephonic communication.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.6 Customer Equipment and Channels (continued)

A. Station Equipment

1. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
2. The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
3. Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
4. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

ACCESS SERVICES

2. GENERAL REGULATIONS**2.1 Undertaking of the Company (continued)****2.1.6 Customer Equipment and Channels (continued)****B. Tests and Adjustments**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

C. Inspections

1. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.1.6.A 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.
2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.8 Refusal and Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
 - 1) If a condition immediately hazardous to life, physical safety, or property exists;
 - 2) Upon order by any court, the Missouri Public Service Commission, or any other duly authorized public authority;
 - 3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.
- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) Upon the Company's discontinuance of service to the Customer under paragraphs A or B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.8 Refusal and Discontinuance of Service (continued)

- F. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

- G. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.8 Refusal and Discontinuance of Service (continued)

- H. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- I. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this Tariff to the Company's service, or
 - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
 - Using any fraudulent means or devices.

2.1.9 Notification of Service-Affecting Activities

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

2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 Network Management

The Company will administer its network to insure 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 maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) 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.

2.1.13 Shortage of Equipment and Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control on a non-discriminatory basis.

The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.14 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

2.1.15 Non-Routine Installation

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

2.1.16 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3., following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to the Company's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of the Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.2 Use (continued)

2.2.3 Use of Company's Marks

- A. use of Company's Marks in comparative advertising solely to identify the Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify the Company as an underlying provider of the reseller's service;
- B. use of Company's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use of Company's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses the Company as its underlying carrier, provided the reseller also:
 - 1. advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 - 2. identifies any other long distance providers the reseller uses in providing service to the End User;
 - 3. advises the End User it will not be the Company's Customer for the resold service, and;
 - 4. does not emphasize the Company's name more than either its own name or that of any other long distance provider the reseller uses.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.2 Use (continued)

2.2.4 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.2 Use (continued)

2.2.5 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

ACCESS SERVICES

2. GENERAL REGULATIONS**2.3 Obligations of the Customer****2.3.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this Tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.4 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariffs or Service Guides of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.4 The Customer shall be responsible for:

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.3(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.5 Availability for Testing

Access to facilities used to provide services under this Tariff shall be 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. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement 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 Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.7 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.8 Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.
2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.8 Indemnification of the Company

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Tariff.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.9 Reserved for Future Use

2.3.10 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.10 Jurisdictional Report Requirements (continued)

A. General (continued)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage

Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

Identification and Rating of VoIP-PSTN Traffic

A. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. (1)

- (1) Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

A. Scope (continued)

- 1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic"),
- 2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
- 3. The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of VoIP-PSTN Traffic*

The Relevant VoIP-PSTN Traffic terminating from, or originating to the customer, or from the Company or other provider and facility rate elements identified in accordance with this tariff section will be billed at rates as specified in the Price List and equal to the Company's applicable tariffed interstate switched access rates, unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as relevant "VoIP Rates."

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(T)

(D)

(D)

* Describing the method of identifying and rating, originating VOIP minutes of use will become effective on July 1, 2014. The advanced filing of this tariff change prior to the July 1, 2014 effective date, is strictly for the benefit of our customers in providing advanced notice of these FCC mandated changes and ample time to submit their new VOIP factors.

(N)

(N)

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and the originating facility rate elements, if applicable, to which VoIP rates will be applied under subsection B above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access originating MOU exchanged and facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

- 1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from all Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the originating intrastate access MOU that the customer receives from the Company end users in the State which is sent from the Company that is terminated in IP format at the customer's end user. This PVUC 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 satisfactory to the Company. (C) (T) (C) (C)
- 2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer's end users in the State which is received from the Customer and terminated in IP format at the end user. This PVUT 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. (T)

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VoIP rates.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the Company's end user's originating intrastate MOU and facility rate elements (C)

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1-40\%)) = 46\%$$

This means that 46% of the originating Intrastate MOU exchanged between the Company's end users and the customer will be rated at VoIP rates. (C)
(T)
(T)

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

3. (continued)

- b. The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the intrastate Company's IP traffic at VoIP rates. (C)

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$ applied to the Company's TDM end user's total intrastate MOU. (C)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$ is applied to the facility rate elements

Example: The Company has identified that there was 10,500 originating Intrastate MOU that were identified exchanged between the Company's IP end users and the customer. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following: (C)
(T)
(T)

$$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$$

This means that 36% of the originating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VoIP rates and the terminating intrastate 10,500 MOU will also be rated at VoIP rates. (C)
(C)
(C)

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$$

Therefore 46% of the Intrastate facilities will be rated at VoIP rates.

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph C.1, the Company will utilize a customer PVUC of 0%.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

D. PVU Factor Updates

The customer must update the PVUC factor quarterly using the method set forth in subsection C.1 and C.4 above. The Customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor. Prospectively, the Customer may update the PVUC factor quarterly using the method set forth in subsection C.1 through C.3 above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in section C.1 and C.4 above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in this Section.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

F. Verification Process

The Company will review these Customer provided PVUC records referenced in E above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below:

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.
2. The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the D and E procedures above.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.12 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this Tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

2.3.13 Supervisory Signaling

The Customer's facilities connected to Access Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.14 Reserved for Future Use.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.15 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.16 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

ACCESS SERVICES

2. GENERAL REGULATIONS**2.4 Payment Arrangements and Credit Allowances****2.4.1 Description of Rates and Charges**

There are three types of rates and charges that can apply to Access Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this Tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

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

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.1 Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

2. Reserved for Future Use.

3. Reserved for Future Use.

4. Reserved for Future Use.

5. Reserved for Future Use.

D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Deposits

The Company may require an applicant or customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Company's applicable tariffs, the amount of the deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at any time previous thereto, upon satisfactory payment for twelve (12) months. Simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by the Company. At the option of the customer, the Company may either annually make direct payment to the customer or credit the customer's account with any accrued interest.

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitutes a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, 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 and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service

Unless otherwise provided in this Tariff, for Access Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 % per month.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bills

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within 90 days after the invoice date and must include sufficient documentation consistent with the requirements as specified in Section 2.4.2.D.4. The billing dispute date is the date the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation are received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by Company that the Customer may file a formal or informal complaint with the;

Missouri Public Service Commission
 Governor Office Building
 200 Madison Street
 P.O. Box 360
 Jefferson City, Missouri 65102

2. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.
3. In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.4.2.C preceding.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bills

4. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

a. Reserved for Future Use

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(D)

(D)

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bills

4. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

b. Switched Access

- 1) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received).
- 2) The account number under which the bill was rendered.
- 3) The date of the bill.
- 4) The invoice number.
- 5) The exact dollar amount in dispute.
- 6) Call Detail Records (CDRs)
- 7) The universal service order code(s) (USOCs) and/or rate element associated with the service.
- 8) Details sufficient to identify the specific amount(s) and item(s) in dispute.
- 9) The name of the person responsible for the Customer's dispute.
- 10) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2. preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

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

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Applications for Service

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes - 2 hours 59 minutes	1/10 Day
3 hours - 5 hours 59 minutes	1/5 Day
6 hours - 8 hours 59 minutes	3/5 Day
12 hours - 14 hours 59 minutes	4/5 Day
15 hours - 23 hours 59 minutes	One Day

Two or more interruptions of the same type to the same line/equipment of 2 hours or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours Interruptions over 24 hours will be credited 1/5 day for each 3 hour or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions

E. No credit allowance will be made for:

1. interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
3. interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
7. interruption of service due to circumstances or causes beyond the control of the Company.
8. interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions

F. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

G. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

A. (continued)

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

1. The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
2. A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
3. The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

B. The application of non-distance-sensitive rate elements varies according to the rate structure and location of the facilities involved:

1. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
2. When rates and charges are listed on a per unit basis, e.g, multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.
3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
5. When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.
6. When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed mileage charges will not apply.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.9 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in subsection 4, preceding: all costs, fees and expenses reasonably incurred in connection with:

- A. All Non-Recurring charges as specified in the Company's tariffs, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

2.4.10 Advance Payments

To safeguard its interests, the Company may require Customers to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.11 Application of Partial Payments

If a customer continues to pay all current bills, defined as that portion of the amount owed by the customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Access Service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Access Service. A reasonable period of amortization of past due amounts shall be three months. Amortization is not appropriate unless the past due amount of the customer is greater than twice the average monthly bill for the class of service to which the customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

2.4.12 Notification of Discontinuance

Upon 10 days notification of discontinuance of service in accordance with the regulations outlined above, the customer shall receive notification on how to contact the Company to resolve any dispute, to amount and due date of any non-payment, information concerning the violation of any rule, and, in addition the notice will advised the customer of his or her rights as follows:

- A) The right to make a formal complaint to the Public Service Commission staff by letter, telephone, or in person.
- B) The right to request, in writing, a hearing before the Public Service Commission conducted in accordance with the Rules of Practices and Procedure of the Public Service Commission. If a hearing is requested, the Company may request the Public Service Commission to order the applicant for a hearing to post an additional deposit or bond with the Company in an amount the Public Service Commission deems reasonable under the circumstances. Further, the Public Service Commission may order the Company not to terminate service pending a hearing at the discretion of the Public Service Commission. Ordinarily, an order not to terminate service will be issued only if: (1) The customer has posted a deposit or bond with the Company equal to the amount in dispute or as otherwise prescribed by the Public Service Commission; or (2) The customer has previously made an informal complaint to the Public Service Commission Staff and Staff investigation of the complaint indicates probable success of the customer.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.13 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 fee shall be adjusted accordingly.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.5 Connections

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Tariff.

2.6 Provision for Certain Local Taxes and Fees

2.6.1 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

2.7 Reserved for Future Use

 ACCESS SERVICES

2. GENERAL REGULATIONS

2.8 Service Availability and Rating Information

2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Tariff and is arranged as follows:

Section 2.8.2 - V&H Coordinate Method of Determining Airline Mileage

Section 2.8.3 - Service Availability and Wire Center Information

Section 2.8.4 - Meet Point Billing Information

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Tariff, the airline mileage between any two wire centers is determined as follows:

- A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
- B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

ACCESS SERVICES

2. GENERAL REGULATIONS

2.8 Service Availability and Rating Information (continued)

2.8.3 Reserved for Future Use

2.8.4 Meet Point billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

2.9 Reserved for Future Use

ACCESS SERVICES

2. GENERAL REGULATIONS**2.10 Special Construction and Special Arrangements**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

2.10.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.10 Special Construction and Special Arrangements (continued)

2.10.2 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;
- B. Annual charges including the following:
 - 1. cost of maintenance;
 - 2. 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;
 - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4. any other identifiable costs related to the facilities provided; and
 - 5. an amount for return and contingencies.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.10 Special Construction and Special Arrangements (continued)

2.10.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.10.2, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

ACCESS SERVICES

2. GENERAL REGULATIONS

2.11 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Use of customer's Service by Others

2.12.1 Transfers and Assignments

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

ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.1 Call Completion Service

Call Completion Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via the Company's switch.

4.1.1 Call Completion Service Arrangement

Call Completion is provided as a trunk side connection, Feature Group D (FGD) Type, to the Company's switches with an associated Carrier Identification Code (CIC) for the customer's use in originating and terminating communications.

4.1.2 Provisioning

- A. Call Completion Service is provisioned as FGD at the DS1 level using D3/D4 format (as defined in AT&T TR 62411) on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).
- B. An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with Call Completion service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between the Company's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).
- C. FGD is provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified. The Company will follow all applicable industry practice in the provision of Call Completion Service.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.1 Call Completion Service (continued)

4.1.2 Provisioning (continued)

- E. FGD switching is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multi frequency or dial pulse address signals will be provided by the Company to the customer's premises where Call Completion Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 10XXX access codes.
- F. The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.
- G. Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00- dialed calls which are routed to the pre-designated customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the Company switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC +NN.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.1 Call Completion Service (continued)

4.1.3 Optional features

A. Optional features available with FGD include the following:

1. Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (d) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manor, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manor, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party.

2. Calling Party Number (CPN)-This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Bellcore Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

- The Company will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.1 Call Completion Service (continued)

4.1.3 Optional features (continued)

A. (continued)

- 3) Charge Number (CN) This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- 4) Carrier Selection Parameter (CSP) This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- 5) 800/888 Toll Free Service. 800/888 Toll Free Service is an originating only trunk side service. When an 800+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 800/888 number to determine the location to which the call is to be routed.

Call Completion rates and charges apply to 800/888 Toll Free Services calls originated from the Company end offices. In addition to Call Completion usage charges, a basic query charge as specified in section 4.4(D) following applies to each 800/888 Toll Free Service call delivered to the customer. A basic query charge consists of customer identification [i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800/888 calls can be received].

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.1 Call Completion Service (continued)

4.1.3 Optional features (continued)

A. (continued)

- 6) Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in Section 4.4.B following.

- 7) Operator Transfer Service. This option allows end user Customers who dial 0 to be transferred to the customer's Operator service by the Company operators.

ACCESS SERVICES

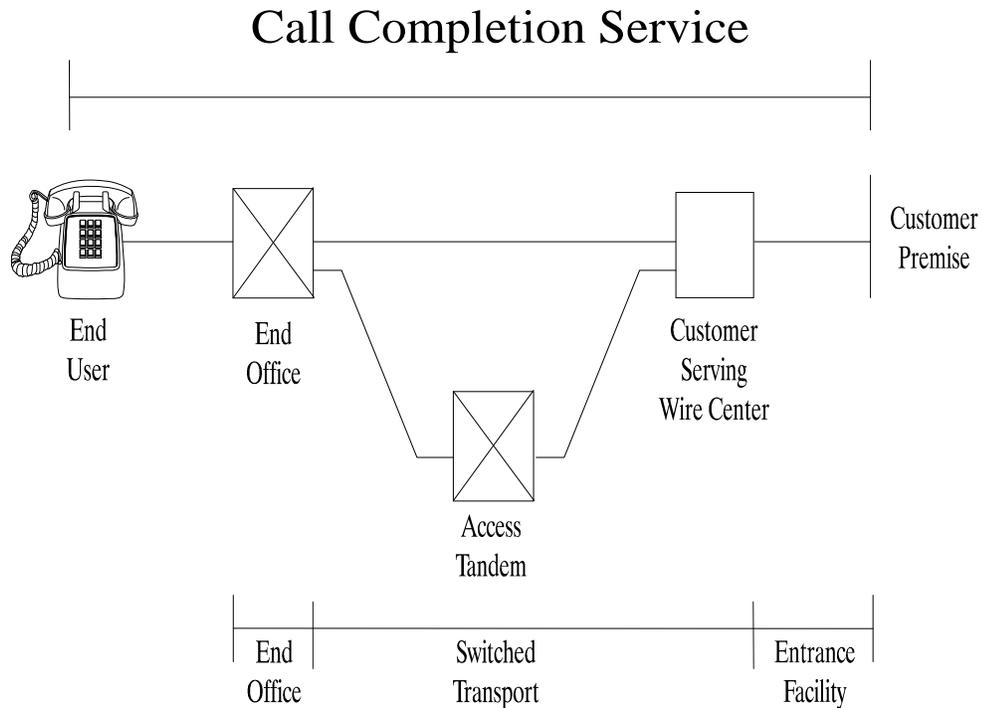
4. CALL COMPLETION SERVICES

4.2 Rate Application

Non-recurring and usage rates apply for each Call Completion Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Call Completion Service access minute and are accumulated over a monthly period.

4.2.1 Rate Categories

The following diagram depicts a generic view of the components of Call Completion and the manner in which the components are combined to provide a complete service.



ST - Switched
EO - End Office

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

A. Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and /or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B. Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer.

The Direct Trunk Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DS1, or DS3. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct trunk Transport rate is the sum of the fixed and per mile rates. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

C. Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

C. Tandem Switched Transport Rate Category (continued)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office using the V&H coordinates method for all of the customer's usage at that specific tandem. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

D. Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate - provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate - provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

E. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

Interface Group 9 provides DS3 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

F. Chargeable Optional Features

1. 800/888 Toll Free Service

800/888 Toll Free Service Data Base Query Charge - The basic query charge is assessed the customer based on the query of the 8XX+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800/888 Toll Free Service. 8XX+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800/888 Data Base.

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.2 Rate Application (continued)

4.2.1 Rate Categories (continued)

I. End Office

The End Office rate category provides for the local switching and end user / origination or termination functions necessary to complete the transmission of Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Call Completion rate element as found in the Price List.

1. Call Completion Rate Category - The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches.

The Call Completion rate element (unbundled) provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided using unbundled network elements.

2. Nonchargeable Optional Features - The following features are provided at no cost to the customer when Call Completion Service is provided by the Company.

- a) Automatic Number Identification (ANI)
(Described in 4.1.3.A.1 preceding)
- b) Calling Party Number (CPN)
(Described in 4.1.3.A.2 preceding)
- c) Charge Number (CN)
(Described in 4.1.3.A.3 preceding)
- d) Carrier Selection Parameter (CSP)
(Described in 4.1.3.A.4 preceding)
- e) Common Channel Signaling Access Service (CCSAS)
(Described in 4.1.3.A.6 preceding)

3. Chargeable Optional Features

- a) 800/888 Toll Free Service
(Described in 4.1.3.A.5 preceding)
- b) Operator Transfer Service
(Described in 4.1.3.A.7 preceding)

4.3 Reserved for Future Use

ACCESS SERVICES

4. CALL COMPLETION SERVICES

4.4 Call Completion Rates

See the Price List for Call Completion rates and charges

4.5 Jointly Provided Switched Access Services

Under jointly provided switched access service one portion of a switched access service is provided by the Company and another portion is provided by another local exchange carrier. The Company utilizes the Multiple Bill Meet Point Billing Arrangement and bills the customer for the portion of the switched access service provided by the Company under jointly provided switched access, with the other local exchange company billing the customer directly for the portion of the switched access service it provides.

4.5.1 Jointly Provided Switched Access Services --End Office

When the jointly provided switched access service utilizes the Company's end office, the Company will bill its end office rate element, as set forth in the Price List.

4.5.2 Jointly Provided Switched Access Services --Transport

When the jointly provided switched access service utilizes the Company's transport services, the Company will bill its transport rate elements. The Company will apply its Tandem Transport rates for jointly provided switched access transport services unless the customer has obtained a dedicated DSL connection to the other local exchange carrier's end office or tandem switch, in which case the Company's DSL Direct Transport rates as set forth in the Price List shall be applied. When the Company provides the entire transport facility from the other local exchange carrier's switch to the Company's switch, the Company will bill the customer for the Company's transport services at the rates set forth in Section 3.2. Where the jointly provided switched access service utilizes a portion of the company's transport and a portion of the other local exchange carrier's transport services, the Company will bill a pro-rated portion of the transport rates set forth in Section 4.4, with 50% of fixed charges being applied, and mileage charges being applied in proportion to the relative mileage of the transport facility provided by the Company versus that provided by the other local exchange carrier.

ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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ACCESS SERVICES

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PRICE LIST
FIRST REVISED SHEET 5
CANCELS ORIGINAL SHEET 5

ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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ACCESS SERVICES

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PRICE LIST
FIRST REVISED SHEET 7
CANCELS ORIGINAL SHEET 7

ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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PRICE LIST
FIRST REVISED SHEET 8
CANCELS ORIGINAL SHEET 8

ACCESS SERVICES

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ACCESS SERVICES

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PRICE LIST
FIRST REVISED SHEET 10
CANCELS ORIGINAL SHEET 10

ACCESS SERVICES

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PRICE LIST
FIRST REVISED SHEET 11
CANCELS ORIGINAL SHEET 11

ACCESS SERVICES

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PRICE LIST
FIRST REVISED SHEET 12
CANCELS ORIGINAL SHEET 12

ACCESS SERVICES

3. RESERVED FOR FUTURE USE

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ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates

A) Service Orders

Service Component	Non-Recurring Charge
-Installation Charge -Per Line or Trunk	\$3,413.00
-Access Order Charge - Per Access Request	\$15.00
-Engineering Change Charge - Per Engineer Hour	\$45.00/hr.
-Service Date Change - Per Access Request	\$13.00
-Design Change - Per Access Request	\$30.00

B) Switched Transport

Service Component	Rates	
	Non-Recurring	Per Access Minute
Tandem Switched Transport		
Tandem Switched Facility -Tandem Trans. Per Call Miles Originating Facility All Call Miles	None	*
Terminating Facility All Call Miles	None	*
-Tandem Trans. Fixed - Originating	None	*
-Tandem Trans. Fixed - Terminating	None	*
-Tandem Switching - Originating	None	*
-Tandem Switching - Terminating	None	*
-Common Muxing - Originating	None	*
-Common Muxing - Terminating	None	*
Common Channel Signaling Access	Non-Recurring	Recurring
STP Port Termination (per port)	\$214.00	\$318.87
STP Link Transport (per mile)	None	\$ 0.91
STP Link Transport (Fixed)	None	\$100.16

See ICB reference in Section 4.3.1

* The per minute of use charges applied to Intrastate Switched Access are found in the Company's FCC Access Services Tariff at: <http://servicguide.att.com/ABS/ext/TariffDetails.cfm>, Section 5.10 and 5.53.

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ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates (continued)

C) End Office

Service Component	Originating (\$ Per MOU)	Terminating (\$ Per MOU)
Call Completion - No Minimum Volume	* (C)	*
Call Completion - (Unbundled)	* (C)	*
Service Component	Rate Per Call	
Carrier Identification Code Parameter (CIP)	\$.000248	

Service Component	Non-Recurring	Terminating (Per MOU)
Shared Common Trunk Port - Terminating	None	*

D) 800/888 TOLL FREE SERVICE

Service Component	Non-Recurring	Per Query
800/888 Data Base Query	None	*

(C)

E) Operator Transfer

Service Component	Non-Recurring	Per Call
Operator Transfer (per call)	None	\$0.22

F) Presubscription

Service Component	Non-Recurring	Per Call
Presubscription (Per Line)	\$0.00	None

G) Directory Assistance

Service Component	Non-Recurring	Per Call
Directory Assistance Service Call	None	\$0.2975

* The per minute of use charges applied to Intrastate Switched Access are found in the Company's FCC Access Services Tariff at: <http://servicguide.att.com/ABS/ext/TariffDetails.cfm>, Section 5.10 and 5.53.

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ACCESS SERVICES

4. CALL COMPLETION SERVICE

4.4 Call Completion Rates (continued)

VoIP-PSTN - Terminating Only

1. Switched Transport

Service Component	Rates	
	Non-Recurring	Per Access Minute
Tandem Switched Transport		
Tandem Switched Facility -Tandem Trans. Per Mile, Per Minute		*
-Tandem Trans. Fixed -Tandem Switching	None None	* *
Common Muxing	None	*

2. End Office

Service Component		Terminating (\$ Per MOU)
Call Completion - No Minimum Volume		*

(R) (C)

Service Component	Non-Recurring	Terminating (\$ Per MOU)
Shared Common Trunk Port - Terminating	None	*

* The per minute of use charges applied to TERMINATING Intrastate Switched Access are found in the Company's FCC Access Services Tariff at: <http://servicguide.att.com/ABS/ext/TariffDetails.cfm>, Section 5.10 and 5.53.