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2002 SEP 23 P 3: 33

September 20, 2002

AZ CORP COMMISSION  
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Transmittal No. 1

Mr. James Mathews  
Executive Secretary  
Utilities Division  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007

**T-04112A-02-0451**

Re: Xspedius Management Co. of Pima County, LLC, Arizona No. 2

Dear Mr. Mathews:

Enclosed please find an original and 15 copies of the initial tariff filing of Xspedius Management Co. of Pima County, LLC (Xspedius) Private Line services tariff. We respectfully request that the proposed tariff filing maintain the effective date of August 23, 2002.

Pursuant to Decision No. 65124, Xspedius submits its initial tariff for providing competitive telecommunications services in Arizona.

Please date stamp and return the extra copy of this filing in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese  
Director - Regulatory Affairs

Enclosure

Arizona Corporation Commission

**DOCKETED**

SEP 23 2002

DOCKETED BY	CAA
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**Xspedius Management Co. of Pima County, LLC**  
1-888-398-2274 or (301)617-4200

**Arizona No. 2**  
Original Title Page

**PRIVATE LINE SERVICE**

**XSPEDIUS MANAGEMENT CO. OF PIMA COUNTY, LLC**

**REGULATIONS AND SCHEDULE OF CHARGES**

Applicable To

**PRIVATE LINE**

**COMMUNICATION SERVICES**

Within

**THE STATE OF ARIZONA**

Issued: September 23, 2002

James C. Falvey, Sr. Vice President - Regulatory Affairs  
7125 Columbia Gateway Drive, Suite 200  
Columbia, Maryland 21046

Effective: August 23, 2002  
Columbia, Maryland 21046

PRIVATE LINE SERVICE

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PRIVATE LINE SERVICE

CHECK SHEET

The Title Page and Sheets 1 through 82, inclusive, of this tariff are effective as of the date shown.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original	71	Original
4	Original	38	Original	72	Original
5	Original	39	Original	73	Original
6	Original	40	Original	74	Original
7	Original	41	Original	75	Original
8	Original	42	Original	76	Original
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12	Original	46	Original	80	Original
13	Original	47	Original	81	Original
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34	Original	68	Original		

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**PRIVATE LINE SERVICE**

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**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Arizona Corporation Commission. For example, the 3rd revised Sheet 4 cancels the 2nd revised Sheet 4.
- C. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1 A.1.(a).I.(i).(ii)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

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**PRIVATE LINE SERVICE**

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**EXPLANATION OF SYMBOLS**

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

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

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**PRIVATE LINE SERVICE**

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**1.0 APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of private line service as defined herein within the State of Arizona by all Arizona operating subsidiaries or affiliates of Xspedius Management Co. of Pima County, LLC(hereinafter collectively, the "Company").

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PRIVATE LINE SERVICE

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish Private Line Services to Business customers pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

2.1.2 Shortage of Equipment or Facilities

- A. 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.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber Optic Cable facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies 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.

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PRIVATE LINE SERVICE

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**2.0 REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
  
- B. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this Tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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PRIVATE LINE SERVICE

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**2.0 REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- C. 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 rate unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. This Tariff shall be interpreted and governed by the laws of the State of Arizona without regard for the State's choice of laws provisions.
- E. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph G following.
- F. The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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PRIVATE LINE SERVICE

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**2.0 REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- 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, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 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 as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- C. The Customer shall not be liable for any delay or failure of performance or equipment due to cause 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-ways or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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PRIVATE LINE SERVICE

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**2.0 REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Private Line Services; or (b) for the acts or omissions of other Common Carriers or warehousemen.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunctions of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph F. as a condition precedent to such installation.
- G. The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3.2 following, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connection the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

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PRIVATE LINE SERVICE

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**2.0 REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- K. The Company makes no warranties or representations, express or implied, including warranties of merchant-ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of the Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installation at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal presence, condition, locations or use of service furnished by the Company at such locations.

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customer. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service of other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.



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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 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 imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**PRIVATE LINE SERVICE**

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**REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defect in, such transmission;
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. 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.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Private Line Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on 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 periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction (Cont'd)

Special construction is that construction undertaken and characterized by one or more of the following:  
(Cont'd)

- E. where installation involves abnormal costs;
- F. on a temporary basis until permanent facilities are available; or
- G. in advance of its normal construction schedules.

Special construction charges for Private Line Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.2 Prohibited Use

- 2.2.1 The services of the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified or registered with the Arizona Corporation Commission.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for: (Cont'd)

- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for: (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section 2.3.1(D) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Private Line Services, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

- A. The Customer must provide the Company with a projected PIU factor on a quarterly basis.
- B. If no PIU is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.
- C. The Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.
- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Serving Offices. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Private Line Service Request.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting (Cont'd)

E. Jurisdictional Reports Verification:

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within thirty (30) days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment

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

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Private Line Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Private Line 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 this Tariff or the Tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections (Cont'd)

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Term Payment Plan

Customers that sign up for service for a three (3) year term will receive a five percent (5%) discount from the published monthly recurring rates. Customers that sign up for service for a five (5) year term will receive a ten percent (10%) discount from the published monthly recurring rates. Both term options are subject to the termination liability charges set forth in Section 2.5.1.3.

B. A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 2.5.1.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the number of months remaining in the service period multiplied by fifty percent (50%) of the monthly rates for the rate elements disconnected.

C. Taxes

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

C. Taxes (Cont'd)

1. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.<sup>1</sup> This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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<sup>1</sup> Pending the conclusion of any challenge to a jurisdiction's rights to impose a gross receipts tax the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

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

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

The Customer will be assessed a charge of twenty-five dollars (\$25.00) each time a check or moneys submitted as payment to the Company by the Customer is returned or not honored by a bank, depository or other financial institution.

- A. Non-Recurring Charges are due and payable within thirty (30) days after the invoice date. The Company shall present invoices for Non-Recurring Charges monthly to the Customer.
- B. The Company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within thirty (30) days after the invoice date.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have thirty (30) days.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is usually 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 this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  
- E. 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 that 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, multiplied by the one and one half percent (1.5%) late charge at the end of the first nominal billing interval. After the first nominal billing interval, an additional charge to be made equal to 1.5% of any portion of the original amount which remains unpaid at that time, and at the end of the second nominal billing interval, charges may be applied pursuant to COMAR, 20.30.03.01B.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- F. Amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.
- G. If a service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.
- H. In the event of a dispute between a customer and the Company regarding charges billed by the Company, the Company shall investigate the particular case and report the results thereof to the customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the dispute is not resolved, the Company shall direct its personnel to inform the applicant or customer, of the right to have a supervisory review of the decision by contacting the Company at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Vice President - Regulatory Affairs  
American Communication Services of Arizona, Inc  
131 National Business Parkway, Suite 100  
Annapolis Junction, Arizona 20701  
1-800-831-0309

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

H. (Cont'd)

If there is still a disagreement after investigation and review by the Company supervisory personnel, the Customer has the option to pursue the matter with the Arizona Corporation Commission. A complaint may be submitted either verbally or in writing to the following:

Arizona Corporation Commission  
Utilities Division  
1200 W. Washington Street  
Voice: (602) 542-4251  
Fax: (602) 542-2129

- I. The charges set forth in this Tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Deposits

- A. Before the service or facility is furnished to a Customer whose credit has not been duly established under Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. an amount in excess of two (2) consecutive billing periods, or 90 days, whichever is less, or as may reasonably be required by the Company in cases involving service for short periods or special occasions; or
  2. one half (1/2) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- B. A deposit may be required in addition to an advance payment.
- C. The Company shall pay simple per annum interest on a deposit from the date of receipt by the Company pursuant to COMAR, 20.30.01.04D. The rate of the interest shall be a weighted monthly average of calendar year rates appropriate to the holding period.
- The calendar year rates shall be established in December of each year to be effective January 1 of the following year. The rate shall be equal to the average of the percent yields of 1-year treasury constant maturities for September, October and November of the preceding year. Interest shall be paid annually, if requested by the customer, or at the time the deposit is returned.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Deposits (Cont'd)

- D. The Company shall promptly and automatically refund the deposit plus accrued interest under the following conditions:
1. The customer has paid bills for service for the first four (4) years of service following payment of the deposit without having had service for nonpayment of bills within the last two (2) years;
  2. The customer has paid all bills without having had more than two occasions within the last twelve (12) months in which a bill was not paid in a reasonable period after it became due;
  3. The customer is not presently delinquent in the payment of bills;
  4. The customer has not presented a bad check in payment of his bills within the last two (2) years; and
  5. Detrimental credit information has not been recorded against the customer within the last two (2) years.
  6. If a customer does not meet the conditions identified in 2.5.3 D.1.-5. preceding, the Company shall thereafter review the account every twelve (12) months, and shall promptly and automatically refund the deposit plus accrued interest when the customer has met these standards.
- E. The Company may, at its option return the deposit plus accrued interest, in whole or in part, or credit the Customer's account earlier than the times prescribed in this regulation.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Deposits (Cont'd)

- F. When a service or facility is discontinued, the Company, within 45 days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. A transfer of service from one premises to another within the service area of the Company may not be deemed a discontinuance of service within the meaning of the regulations.
- G. The Company may apply a customer's deposit plus accrued interest, first against any unpaid balance due the Company for service as determined by the final bill issued to the customer, and then against any unpaid balance due the Company on any other account of the customer.
- H. The obligation to pay interest on a deposit shall cease upon the date it is returned; date service is terminated; or the date notice is sent to the customer's last known address that the deposit is no longer required.
- I. The Company shall keep records to show the name, account number of each depositor; the amount and date of the deposit; and each transaction concerning the deposit (a deposit waiver is not considered a transaction).
- J. The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- K. A record of each unclaimed deposit shall be maintained for at least three (3) years, during which time the Company shall make reasonable efforts to return the deposits. Unclaimed deposits, with accrued interest, shall be credited to an appropriate account, or shall otherwise be disposed of according to law.

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, bankruptcy, receivership, abandonment of service or abnormal access usage not covered adequately by a security deposit, the Company may, by giving written notice ten (10) days in advance 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 written notice ten (10) days in advance 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 or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by ten (10) days written notice to the Customer, may discontinue or suspend service without incurring any liability.
- 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 discontinue service upon ten (10) days written notice without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.7 A. or 2.5.7 B. following, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be due and payable within ten (10) days.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Refusal and Discontinuance of Service (Cont'd)

- F. When Private Line Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service upon five (5) days, excluding Sundays and holidays, written notice without cooperation from the other joint providers of Private Line Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- G. Upon failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if equipment or permissions are withdrawn or terminated, the Company may discontinuance or suspend service upon ten (10) days written notice.
- H. Upon failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenues or upon failure of the customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3A above, the Company may discontinue or suspend service upon ten (10) days written notice.
- I. Except as prohibited by State or federal law, the Company may refuse to connect or may disconnect service upon ten (10) days written notice for a former customer unless the customer has paid or made satisfactory arrangements to pay any outstanding bills, or undisputed portion of a disputed bill, for prior service.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Refusal and Discontinuance of Service (Cont'd)

- J. The Company may discontinue or suspend service upon ten (10) days written notice for Customer's noncompliance with any provision of this Tariff if the noncompliance is not corrected within that ten (10) day period pursuant to COMAR 20.45.04.06. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for services(s) furnished up to the time of discontinuance.
- K. The Company may not refuse service to a customer for nonpayment of an outstanding bill that is over seven (7) years, unless the customer signed an agreement to pay the outstanding bill before the expiration of this period or the outstanding bill is for service obtained by the customer in any manner described in COMAR 20.31.02.03D or COMAR 20.31.02.04A(1)-(4).
- L. The Company may discontinue the furnishings of any and/or all services(s) to a Customer, without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent:
  - (a) a condition on the Customer's premises determined by the Company to be hazardous;
  - (b) Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others;
  - (c) Customer's tampering with equipment furnished and owned by the Company;
  - (d) Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network;

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Refusal and Discontinuance of Service (Cont'd)

- L. The Company may discontinue the furnishings of any and/or all services(s) to a Customer, without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent: (Cont'd)
- (e) Customer's use of service or equipment in a manner to violate the law; or
  - (f) Customer's use, or attempt or use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:
    - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff;
    - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - (3) Any other fraudulent means or devices.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Establishing Credit

A. In order to establish credit, the Company may require an applicant to demonstrate good paying habits by showing that the applicant:

1. was a customer of a Arizona utility for at least twelve (12) months within the preceding two (2) years;
2. does not currently owe any outstanding bills for utility service to a utility doing business in Arizona;
3. did not have service discontinued for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
4. did not fail, on more than two occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.

B. In addition to the requirements of 2.5.5 A. 1.-4. above, the Company may require an applicant to satisfy any one of the following in order to establish credit:

1. Showing that the applicant has been actively engaging in its current business as a proprietorship, partnership, or corporation for a period of at least four (4) years;

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Establishing Credit (Cont'd)

- B. In addition to the requirements of 2.5.5 A. 1.-4. above, the Company may require an applicant to satisfy any one of the following in order to establish credit: (Cont'd)
2. Demonstrating credit worthiness by showing that the applicant has made payment on credit accounts when due;
  3. Otherwise establishing the applicant's credit to the satisfaction of the Company in conformance with additional reasonable regulations the Company may adopt pursuant to COMAR 20.30.01.02B.
- C. Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statements, or other established accounts maintained in a satisfactory manner.
- D. If an applicant is unable to establish credit under the provisions of this section, the Company may require the applicant to establish credit by making a cash deposit to secure payment of a final bill for service.
- E. The establishment of credit under this section does not relieve the applicant or customer from compliance with the regulations of the Company as to prompt payment of bills, and does not relieve the customer from having service terminated for nonpayment of bills due from service furnished.
- F. The Company shall advise all applicants for service that a customer may be required to reestablish credit under this section, if the conditions of service or the basis on which credit was originally established materially change.

PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Establishing Credit (Cont'd)

- G. If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with the Company's decision regarding establishment of service, the Company shall direct its personnel to inform the applicant or customer, of his right to have the problem reviewed by the Commission. See Section 2.5.2 I for the business address and telephone number of the Company and the Commission.
- H. The Company, upon request, shall furnish a copy of these regulations to the applicant for service or customer from whom a deposit is required. The copy shall contain the name, address, and telephone number of the Commission.

2.5.6 Reestablishment of Credit

- A. The Company may require an applicant for service who is a present or former customer of the Company to reestablish credit at the time of application if one of the following exists:
  - 1. Customer owes an outstanding bill for a prior service;
  - 2. Customer's account has been terminated by the Company within the last twelve (12) months of prior service for nonpayment of a bill;
  - 3. Customer failed to pay a nonresidential bill when it became due on more than two (2) occasions in the last twelve (12) months of prior service;
  - 4. Customer's account is more than one (1) month in arrears; or
  - 5. Conditions of service or the basis on which the customer's credit was originally established have materially changed.
- B. A customer who has established credit and is receiving service but who fails to pay a bill by the expiration date of a termination of service notice, may be required to reestablish credit by depositing the amount prescribed in 2.5.3, in addition to paying the outstanding bill and a reasonable reconnection charge.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service

- A. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- B. 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 as may be specified in this Section and Section 5.2.3.
- C. 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.
- D. The special charges described in Section 2.5.7 A. through 2.5.7 B. will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 for the part of the service that the interruption affects.

PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs of a failure of any component furnished by the Company under this Tariff. 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.
- B. For calculating credit allowances, every month is considered to have thirty (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.

No credit will be allowed for an interruption of less than twenty-four (24) hours. After the first twenty-four (24) hour period, a credit equal to 1/30 of the access facilities charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty-four (24) hours.

2.6.2 Limitations on Allowances

- A. No credit allowance will be made for:
  - 1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of 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;

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- A. No credit allowance will be made for: (Cont'd)
3. interruptions due to the failure or malfunction of non-Company equipment;
  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; or
  7. interruption of service due to circumstances or causes beyond the control of the Company,
- B. Use of Alternative Service Provided by the Company:

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

The terms and conditions specified in Section 5.2.3 will apply for cancellation of an Access Service Request.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.8 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, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this Tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third (3rd) business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.10 Definitions

Certain terms used generally throughout this Tariff for the Private Line Services of this Company are defined below.

Access: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

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

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

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

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Private Line Services.

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.10 Definitions (Cont'd)

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

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

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

COMAR: Code of Arizona Regulations.

Commission: The Arizona Corporation Commission.

Company: Xspedius Management Co. of Pima County, LLC, which is the issuer of this Tariff.

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

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

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PRIVATE LINE SERVICE

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2.0 **REGULATIONS** (Cont'd)

2.10 Definitions (Cont'd)

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

End User: Any individual, association, corporation, governmental agency or any other entity other than a Carrier which subscribes to intrastate service provided by an Exchange Carrier and/or Company.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service. The Company may be considered an Exchange Carrier for certain purposes, depending on the context.

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. Transmission by Fiber Optic Cable is a form of wire communications.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.10 Definitions (Cont'd)

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

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

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of state or foreign communication service for hire by wire or radio, between two or more exchanges.

Kbps: Kilobits, or 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 for the provision and administration of communications services.

Local Access: A dedicated or switched connection between two points within a LATA that is subject to this Tariff.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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

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PRIVATE LINE SERVICE

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2.0 REGULATIONS (Cont'd)

2.10 Definitions (Cont'd)

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective Tariff.

Network: The Company's digital fiber optics-based network located in the State of Arizona.

Network Services (Private Line Services): The Company's telecommunications Services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

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

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

Private Line Services (Network Services): The Company's telecommunications Services offered on the Company's Network.

PRIVATE LINE SERVICE

2.0 REGULATIONS (Cont'd)

2.10 Definitions (Cont'd)

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 this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Private Line Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this Tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company usually initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

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

PRIVATE LINE SERVICE

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3. SERVICES

3.1 General

Private Line Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

3.2 Transmission Service

3.2.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

- 64 Kbps
- 56 Kbps
- 19.2 Kbps
- 9.6 Kbps
- 4.8 Kbps
- 2.4 Kbps
- 1.544 Mbps (DS-1)
- 44.736 Mbps (DS-3)

- 64 Kbps
- 56 Kbps
- 19.2 Kbps
- 9.6 Kbps
- 4.8 Kbps
- 2.4 Kbps
- 1.544 Mbps (DS-1)
- 44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 4.2.3.

**PRIVATE LINE SERVICE**

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**3. SERVICES (Cont'd)**

**3.2 Transmission Service (Cont'd)**

3.2.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipments interfacing to such channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark) Inversion

Line Code 2: Bipolar 8 zero substitution (B8ZS)

Line Impedance: 100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

3.2.4 Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm

Line Code: Bipolar with three-zero substitution (B3ZS)

Line Impedance: 75 ohms ± 5 percent unbalanced

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PRIVATE LINE SERVICE

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4. RATES

4.1 Special Construction

4.1.1 Basis for Rates and Charges

Rates and charges for special construction 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.

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) equipment and materials provided or used,
  - (2) engineering, labor and supervision,
  - (3) transportation, and
  - (4) rights-of-way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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PRIVATE LINE SERVICE

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4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.2 Basis for Cost Computation (Cont'd)

- (d) administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

4.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.

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PRIVATE LINE SERVICE

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4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.3 Termination Liability (Cont'd)

- B. The amount of the maximum termination liability is equal to the estimated amounts for:
- (a) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
    - (1)equipment and materials provided or used,
    - (2)engineering, labor and supervision,
    - (3)transportation, and
    - (4)rights-of-way;
  - (b) license preparation, processing, and related fees;
  - (c) tariff preparation, processing, and related fees;
  - (d) cost of removal and restoration, where appropriate; and
  - (e) any other identifiable costs related to the specially constructed or rearranged facilities.

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PRIVATE LINE SERVICE

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4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.3 Termination Liability (Cont'd)

- A. The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 4.1.3. B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 4.1.3. B preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

4.2 Transmission Service

4.2.1 General

Rates are composed of two elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- A. The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

**PRIVATE LINE SERVICE**

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**4. RATES (Cont'd)**

**4.2 Transmission Service (Cont'd)**

**4.2.1 General (Cont'd)**

B. The Channel Mileage rate element is determined by the Vertical ("V") and Horizontal ("H") Coordinates method. To determine the rate mileage between any two locations, V and H coordinates for each location will be determined by reference to National Exchange Carrier Association Tariff, FCC No. 4, using the appropriate serving wire center(s) for the service being provided and the following formula:

C. FORMULA ' %  $(V1-V2)^2 + (H1-H2)^2 / 10$

**4.2.2 Voice Grade Service**

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signaling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

**PRIVATE LINE SERVICE**

**4. RATES (Cont'd)**

**4.2 Transmission Service (Cont'd)**

**4.2.2 Voice Grade Service (Cont'd)**

A. This service consists of making Voice Grade Capacity available on a 24-hour per day, 7 days per week basis.

B. Voice Grade Service Rates:

Channel Termination, Per Point of Termination	Per Mo.
2-wire Voice/analog Data	\$26.00
4-wire Voice/analog Data	36.00

Channel Mileage	<u>Fixed</u>	<u>Per Mile</u>
0 to 8 Mile	\$12.56	\$ 0.80
8-25 miles	12.15	0.85
26-50 miles	9.50	1.05
50 + miles	8.50	1.10

Channel Termination, Per Point of Termination	<u>Installation &amp; Relocation</u>
2-wire Voice/analog Data	\$90.00
Subsequent, Same Location	90.00
4-wire Voice/analog Data	\$90.00
Subsequent, Same Location	90.00

**PRIVATE LINE SERVICE**

**4. RATES (Cont'd)**

**4.2 Transmission Service (Cont'd)**

**4.2.3 Digital Data Services**

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

A. This service consists of making DS-O capacity available on a 24-hour per day, 7 days per week basis.

**B. Digital Data Rates**

Channel Termination, - per point of termination	Recurring Per Month
2.4 Kbps	\$87.75
4.8 Kbps	89.12
9.6 Kbps	107.77
19.2 Kbps	200.00
56.0 Kbps	275.93
64.0 Kbps	275.93

Channel Mileage - over 0 mile	Fixed	Per Mile
2.4 kbps 0 to 1 miles	\$19.50	\$ 0.00
2.4 kbps 1 to 25 miles	97.50	0.78
2.4 kbps 25 - miles	117.00	1.11
4.8 kbps 0 to 1 miles	26.00	0.00
4.8 kbps 1 to 25 miles	123.50	1.11
4.8 kbps 25 - miles	143.50	1.56
9.6 kbps 0 to 1 miles	39.00	0.00
9.6 kbps 1 to 25 miles	162.50	1.56
9.6 kbps 25 - miles	169.00	1.95
19.2 kbps 0 to 1 miles	55.00	0.00
19.2 kbps 1 to 25 miles	235.00	4.25
19.2 kbps 25 - miles	250.00	6.20
56.0 kbps 0 to 1 miles	150.00	0.00
56.0 kbps 1 to 25 miles	305.50	6.89
56.0 kbps 25 - miles	325.00	10.40
64.0 kbps 0 to 1 miles	150.00	0.00
64.0 kbps 1 to 25 miles	305.50	6.89
64.0 kbps 25 - miles	325.00	10.40

**PRIVATE LINE SERVICE**

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.3 Digital Data Services (Cont'd)

Channel Termination  
- per point of termination

Installation &  
Relocation

2.4 Kbps  
4.8 Kbps  
9.6 Kbps  
19.2 Kbps  
56.0 Kbps  
64.0 Kbps

\$378.30  
378.00  
378.00  
378.00  
378.00  
378.00

2.4 Kbps  
4.8 Kbps  
9.6 Kbps  
19.2 Kbps  
56.0 Kbps  
64.0 Kbps

**PRIVATE LINE SERVICE**

4. **RATES** (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.4 DS-I Service

DS-I Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

A. This service consists of making DS-I capacity available 24-hours per day, 7 days per week.

B. DS-I Rates

<u>Channel Mileage</u>	<u>Fixed</u>	<u>Per mile</u>
0-8 miles	\$88.00	\$13.55
9-25 miles	113.00	14.38
26-50 miles	118.00	14.51
50 + miles	130.00	15.05

Installation & Relocation

Channel Termination,	
- per point of termination	\$313.25
- Subsequent, same location	313.25
- Monthly Recurring	135.00

**PRIVATE LINE SERVICE**

**4. RATES (Cont'd)**

**4.2 Transmission Service (Cont'd)**

**4.2.5 DS-3 Service**

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 voice, Analog Data or Digital Data channels.

A. This service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

B. DS-3 Rates	<u>Recurring Per Month</u>
Channel Termination, - per point of termination	ICB
- Subsequent, same location	ICB
 Channel Mileage Fixed	
0-8 miles	ICB
9-25 miles	ICB
26-50 miles	ICB
50 + miles	ICB
 Per mile	
0-8 miles	ICB
9-25 miles	ICB
26-50 miles	ICB
50 + miles	ICB
 Optional Features	
- multiplexing, DS-3 to DS-1	ICB
	<u>Installation &amp; Relocation</u>
Channel Termination, - per point of termination	ICB
- Subsequent, same location	ICB
 Optional Features	
- multiplexing, DS-3 to DS-1	ICB

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**PRIVATE LINE SERVICE**

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**4. RATES (Cont'd)**

**4.2 Transmission Service (Cont'd)**

**4.2.6 Service Calls**

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

**A. Service Call Charge Rates**

Per hour rate,  
per technician

ICB

**4.2.7 Individual Case Basis Arrangements**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis ("ICB"). Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING

5.1 General

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

5.1.1 Ordering Conditions

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

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

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

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.1 General (Cont'd)

5.1.2 Provision of Other Services Unless otherwise specified herein, all services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Private Line Service. When added subsequently, charges for a Design Change as set forth in Section 5.3 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as so forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than ten (10) percent.

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.2 Private Line Service Order

Except as provided elsewhere in this Tariff, an ASR is required by the Company to provide a Customer Network Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

When a Customer requests new or additional Private Line Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for Private Line Service, as described in Sections 5.2.1 and 5.2.2, respectively the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

5.2.1 Private Line Service Date Intervals Private Line Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

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

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.2 Private Line Service Order (Cont'd)

5.2.1 Private Line Service Date Intervals Private Line Service is provided with one of the following Service Date intervals: (Cont'd)

A. Standard Interval The Standard Interval for Private Line Service will be ten (10) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Private Line Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Private Line Service cannot be installed within the Standard Interval. The Company will offer a Service Date based on the type and quantity of Private Line Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.2 Private Line Service Order (Cont'd)

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

Any increase in the number of Private Line Service lines, Network transport facilities or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.2 Private Line Service Order (Cont'd)

5.2.2 Private Line Service Request Modifications (Cont'd)

- A. Service Commencement Date Changes ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

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

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 5.3.

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PRIVATE LINE SERVICE

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5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)

5.2 Private Line Service Order (Cont'd)

5.2.2 Private Line Service Request Modifications (Cont'd)

- B. Design Change Charge The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 5.3, are in addition to any Service Date Change Charges that may apply.

**PRIVATE LINE SERVICE**

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**5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)**

**5.2 Private Line Service Order (Cont'd)**

**5.2.2 Private Line Service Request Modifications (Cont'd)**

- C. When placing a Private Line Service Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

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

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

**PRIVATE LINE SERVICE**

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**5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)**

**5.2 Private Line Service Order (Cont'd)**

**5.2.2 Private Line Service Request Modifications (Cont'd)**

**C. Expedited Order Charge (Cont'd)**

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

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

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

The Expedited Order Charge will apply on a per order, per occurrence basis.

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

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**PRIVATE LINE SERVICE**

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**5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)**

**5.2 Private Line Service Order (Cont'd)**

**5.2.3 Cancellation of a Private Line Service Request (Cont'd)**

Except as stated herein, Cancellation Charges will apply on an individual case basis.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

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

**5.2.4 Minimum Period of Service The minimum period for which Private Line Service is provided and for which charges are applicable is one month.**

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

1. a change in the identity of the Customer of record;
2. a move by the Customer to a different building;
3. a change in type of service;
4. a change in Private Line Service Interface (i.e., DS1 or DS3);

**PRIVATE LINE SERVICE**

**5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)**

**5.2 Private Line Service Order (Cont'd)**

**5.2.4 Minimum Period of Service (Cont'd)**

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

The charge for one (1) month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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

**5.3 Private Line Service Ordering Charges**

Design Change will apply when an engineering review is required. ICB

Private Line Service Order Modification Charge will apply on a per occurrence basis. ICB

Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. ICB

Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. ICB

Expedited Order Charge will apply on a per order, per occurrence basis. ICB

**PRIVATE LINE SERVICE**

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**5.0 PRIVATE LINE SERVICE ORDERING (Cont'd)**

5.3 Private Line Service Ordering Charges (Cont'd)

5.3.1 Service Implementation

A. Installation Charge, Per Service

DS-1

ICB

DS-3

ICB

5.3.2 Change Charges, Per Order, Per Occurrence

A. Service Date

ICB

B. Design Changes

ICB

C. Expedite Charge

ICB

5.3.3 Cancellation Charges, Per Order

ICB