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Arizona Corporation Commission

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**BY FEDERAL EXPRESS**

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

T-20613A-13-0383

**Re: Mercury Voice and Data Company d/b/a Suddenlink Communications  
ACC Tariffs No. 2 and No. 4**

Dear Sir or Madam:

Please find enclosed for filing an Original plus thirteen (13) copies of Mercury Voice and Data Company's ACC Tariffs No. 2 and No. 4. The enclosed tariffs are intended to replace in their entirety Mercury Voice and Data Company's current ACC Tariffs No. 2 and No. 4, which were approved in Decision 71480 and have effective dates of March 5, 2011.

Also enclosed is a duplicate copy of this letter and of each tariff. Please date-stamp the duplicate letters and tariffs and return them to me in the enclosed self-addressed stamped envelope.

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

Sincerely,



Jennifer Toland Frewer

**LOCAL COMMUNICATIONS SERVICES**

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**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO LOCAL COMMUNICATIONS  
SERVICES WITHIN THE STATE OF ARIZONA**

**MERCURY VOICE AND DATA COMPANY**

**This tariff is on file with the Arizona Corporation Commission.  
This tariff may also be viewed on the Company's website at [www.suddenlink.com](http://www.suddenlink.com).**

**Issued By:**

**Dennis D. Moffit  
Senior Counsel  
Mercury Voice and Data Company  
520 Maryville Centre Drive, Suite 300  
St. Louis, Missouri 63141**

**LOCAL COMMUNICATIONS SERVICES**

**CHECK SHEET**

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

PAGE		PAGE		PAGE		PAGE	
NO.	REVISION	NO.	REVISION	NO.	REVISION	NO.	REVISION
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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.1 APPLICATION**

This tariff sets forth terms and conditions applicable to all intrastate regulated telecommunications services offered by Mercury Voice and Data Company ("the Company") within the State of Arizona. Service offerings, rates and conditions applicable to specific service offerings are set forth in other tariffs of the Company and are in addition to the general regulations contained herein.

This tariff applies only for the use of the Company's services for communications within the Company's service areas. This includes the use of the Company's network to complete an end to end local communication and to obtain access to the intrastate services offered by other service providers.

The provision of telecommunications service is subject to existing regulations specified in the tariffs of the Company and may be revised, added to, or supplemented by superseding issues.

All offered service contained herein is subject to available facilities and necessary governmental authorization in the jurisdiction where the service is offered.

To the extent that the Company does not have access to facilities to serve portions of the State of Arizona, the Company may serve residents and businesses in those areas by means of the resale of services of other service providers.

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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.2 EXPLANATION OF SYMBOLS**

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

**SYMBOL      EXPLANATION**

- (C)    To signify changed regulation
- (D)    To signify discontinued rate or regulation
- (E)    To signify the correction of an error made in prior revision
- (I)    To signify rate increase
- (M)    To signify material moved from or to another part of the tariff
- (N)    To signify new rate or regulation
- (R)    To signify rate reduction
- (T)    To signify a change in text but no change in rate, rule or regulation

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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.3 EXPLANATION OF ABBREVIATIONS AND ACRONYMS**

- CONT'D- Continued
- DTMF - Dual Tone Multi-Frequency
- IC - Interexchange Carrier
- LATA - Local Access and Transport Area
- NPA - Numbering Plan Area
- PIC - Primary Interexchange Carrier
- POC - Point of Connection
- PSAP - Public Service Answering Point
- TDD - Telephone Device for the Deaf
- TRS - Telecommunications Relay Service
- PUC - Arizona Corporation Commission

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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.4 DEFINITIONS**

Business Service

Service is classified and charged for as Business Service where the primary use of the service is of a business, professional, or occupational nature, or where a business directory listing is furnished.

Communications Services

The Company's intrastate regulated telecommunications services.

Company

Mercury Voice and Data Company

Customer

The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.4. DEFINITIONS (CONT'D)**

LATA

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

Local Calling Area

The area in which a customer may complete calls without incurring long distance charges.

Local Exchange Service

The provision of an access line and usage within a Local Calling Area for the transmission of high quality interactive switched voice or data communication.

Local Serving Area

The area in which the Company has the capability to provide Local Service.

Monthly Rate

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

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**LOCAL COMMUNICATIONS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.5 EXCHANGE SERVICE AREAS**

The Company shall offer Exchange Services (pursuant to Section 3) in the Exchanges listed below.

**1.6 LOCAL CALLING AREAS**

<u>Exchange</u>	<u>Additional Exchanges Included in Local Calling Area</u>
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To be determined

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.1 GENERAL**

The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 OBLIGATION TO FURNISH SERVICE**

The Company's obligation to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. The Company, at its sole discretion, may obtain facilities from other carriers to furnish service. Such connections are also subject to the availability of required facilities.

**2.1.3 TERMS AND CONDITIONS**

- A. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. The customer will also be required to execute any other documents as may be reasonably requested by the Company.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**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 rates unless terminated by either party. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the customer if the customer is using the service in violation of the Company's tariffs or the law.
- F. The tariffs of the Company shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

**2.1.4 LIABILITY OF THE COMPANY**

- A. Except as otherwise stated in the Company's tariffs, the liability of the Company for damages arising out of either the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the customer for interruptions in service as set forth in Section 2.5.
- B. Except for the extension of allowances to the customer for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.4. LIABILITY OF THE COMPANY (CONT'D)**

- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
- Any act or omission of the customer, any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company or common carriers or any other third party providing equipment;
  - Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - Any unlawful or unauthorized use of the Company's facilities and services;
  - Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or services; or by means of the combination of Company provided facilities or services with customer provided facilities or services;
  - Breach in the privacy or security of communications transmitted over the Company's facilities;

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.4. LIABILITY OF THE COMPANY (CONT'D)**

D. The Company shall not be liable for any claims for loss or damages involving:  
(cont'd)

- Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the customer, in which event the Company's liability is limited as set forth in this Section.
- Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the customer, or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected, or to be connected to the Company's facilities;
- Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- Any representations made by Company employees that do not comport, or that are inconsistent with the provisions of this Tariff;
- Any act or omission in connection with the provision of 911, E911, or similar services;
- Any non-completion of calls due to network busy conditions;
- Any calls not actually attempted to be completed during any period that service is unavailable.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.4. LIABILITY OF THE COMPANY (CONT'D)**

- E. The Company shall be indemnified, defended and held harmless by the customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the customer, even if the Company has acted as the customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.4. LIABILITY OF THE COMPANY (CONT'D)**

- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within 30 days after the date of the occurrence that gave rise to the claim.
- I. As part of the service, an annual local directory for each exchange is published from time to time but as experience demonstrates, errors and omissions will occur with more or less frequency. If such errors or omissions do occur, the Company is not liable for such errors and omission. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- J. The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.5 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

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

**2.1.6 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 the tariffs of the Company. 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 only the 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.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.6 PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- E. The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer or user when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer or user.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer- or user-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
  - The reception of signals by customer-provided equipment.
- G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.8 OWNERSHIP OF FACILITIES**

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its affiliates, agents or contractors.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.2 OBLIGATIONS OF THE CUSTOMER**

**2.2.1 GENERAL**

The customer shall be responsible for the following:

- A. The payment of all applicable charges pursuant to the tariffs of the Company.
- B. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer or of any user; or by the noncompliance by the customer or any user with these regulations; or by fire or theft or other casualty on the customer's or any user's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the customer or any user; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises.
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide communications services to the customer from the building entrance or property line to the location of the equipment space described in C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of 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 section prior to accepting an order for service.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.2. OBLIGATIONS OF THE CUSTOMER**

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

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.2. OBLIGATIONS OF THE CUSTOMER**

**2.2.2 PROHIBITED ACTIVITIES AND USES**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer or user has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a customer or user immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A customer or user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.
- D. The Company may require applicants for service who intend to use the Company's offering 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.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.2. OBLIGATIONS OF THE CUSTOMER**

**2.2.3 CLAIMS**

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

- Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer or user or either of their employees, agents, representatives or invitees;
- 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 or user, including, without limitation, use of the Company's service and facilities in a manner not contemplated by the agreement between customer and the Company; or
- Any claim of any nature whatsoever brought by a user with respect to any matter for which the Company would not be directly liable to the customer under the terms of the applicable Company tariff.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.3 CUSTOMER EQUIPMENT AND CHANNELS**

**2.3.1 GENERAL**

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

**2.3.2 STATION EQUIPMENT**

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

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.3. CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**

**2.3.3 INTERCONNECTION OF FACILITIES**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Company's tariffs and the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

**2.3.4 INSPECTIONS**

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.3.2 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.
- 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 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.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS**

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

**2.4.1 BILLING AND COLLECTION OF CHARGES**

- A. Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the customer by the Company.
- B. The Company shall present invoices for monthly rates to the customer in advance of the month in which service is provided, and monthly rates shall be due and payable within 30 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- D. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. Billing of the customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS**

**2.4.1. BILLING AND COLLECTION OF CHARGES (CONT'D)**

- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor per month. A late payment penalty shall not apply to that portion of a bill reasonably disputed by the customer in Section 2.4.5 until the Company has completed its investigation of the matter and provided the customer in writing with its resolution of the dispute.

**LATE PAYMENT FACTOR**

Per month                      Lesser of 1.5% or maximum amount permitted by law

- G. The customer will be assessed a charge for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

**CHARGE**

Returned Check Charge    Lesser of \$20.00 or maximum amount permitted by law

Additionally, the customer shall reimburse the Company for any expense or cost incurred in connection with such payment.

**2.4.2 APPLICATION OF PAYMENTS FOR SERVICE**

If partial payment of a bill is made, the Company shall first credit the partial payment to charges for basic local exchange service.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS (CONT'D)**

**2.4.3 ADVANCE PAYMENTS**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to two months of estimated monthly rates for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and monthly rates (if any) for a period to be set between the Company and the customer. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

**2.4.4 DEPOSITS**

- A. To safeguard its interest, 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:
- Two months' charges for service or facility which has a minimum payment period of one month, or
  - The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month, except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit to the customer's account. The Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS (CONT'D)**

**2.4.4 DEPOSITS (CONT'D)**

- D. Deposits held will accrue interest at a rate determined by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the customer.

**2.4.5 DISPUTED BILLS**

- A. The customer may dispute a bill only by notifying the Company within 30 days after the statement date. Unless such notice is received in a timely manner as indicated in this section, the bill statement shall be deemed to be correct and payable in full by customer. If the customer disputes only a portion of a bill statement, then customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.
- B. Late Payment Charge
1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount in Section 2.4.1, preceding.
  2. In the event that a billing dispute is resolved by the Company in favor of the customer, any disputed amount withheld, ending resolution of the billing dispute shall not be subject to the late payment charge.
  3. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS**

**2.4.5. DISPUTED BILLS (CONT'D)**

**C. Adjustments or Refunds to the Customer**

1. In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment by the customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer.
4. All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS**

**2.4.5. DISPUTED BILLS (CONT'D)**

**D. Unresolved Billing Disputes**

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

**2.4.6 DISCONTINUANCE OF SERVICE**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days prior written notice to the customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS**

**2.4.6. DISCONTINUANCE OF SERVICE (CONT'D)**

- D. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the customer under paragraphs A. or B., preceding, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare due 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 immediately due and payable (discounted to present value at six percent).
- G. 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.
- H. If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS (CONT'D)**

**2.4.6. DISCONTINUANCE OF SERVICE (CONT'D)**

- I. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The customer will be liable for all related costs as set forth in Section 2.2 of this Tariff. The customer will also be responsible for payment of any reconnection charges.

**2.4.7 CANCELLATION OF APPLICATION FOR SERVICE**

- A. Applications for service cannot be canceled unless the Company agrees. Where the Company permits the customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in paragraphs A. through C., preceding, will be calculated and applied on a case-by-case basis.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.4. PAYMENT ARRANGEMENTS (CONT'D)**

**2.4.8 CHANGES IN SERVICE REQUESTED**

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

**2.4.9 TAXES AND OTHER CHARGES**

The customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Company will not bill the customer such taxes, fees and other charges as may be exempted by a tax exemption for operations in any jurisdiction in which the customer obtains such a certificate.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.5 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

**2.5.1 INTERRUPTIONS**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of the tariffs of the Company by the customer or the operation or malfunction of the facilities, power or equipment provided by the customer, will be credited to the customer as set forth below for the part of the service that the interruption affects.

**2.5.2 CREDIT ALLOWANCE**

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and release 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 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.
- C. A credit allowance equal to  $1/30^{\text{th}}$  of the tariffed monthly rate for all services and facilities furnished by the Company will be given for interruptions for each 24 hours, or major fraction thereof, during which such interruption continues after being reported to or known to exist by the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which are affected by the interruption. A credit allowance does not apply if service has been interrupted less than 24 hours.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.5. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

**2.5.2. CREDIT ALLOWANCE (CONT'D)**

D. No credit allowance will be made for:

- Interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the customer, user, or other common carrier providing service connected to the service of the Company;
- 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;
- Interruptions due to the failure or real function of non-Company equipment;
- 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;
- Interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- Interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; and
- Interruption of service due to circumstances or causes beyond the control of the Company.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.6 CLASSIFICATIONS OF CUSTOMERS AND USERS**

**2.6.1 CUSTOMER CLASSIFICATION**

The determination as to whether telephone service should be classified as Business service is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**2.6.2 BUSINESS SERVICE**

Business rates apply at the following locations, among others.

- In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- In the residence (used as business) of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.7 USE OF CUSTOMER'S SERVICE BY OTHERS**

**2.7.1 JOINT USE ARRANGEMENTS**

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

**2.7.2 INTENTIONALLY LEFT BLANK**

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.7 USE OF CUSTOMER'S SERVICE BY OTHERS**

**2.7.3 TRANSFERS AND ASSIGNMENTS**

The customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without the consent of the customer:

- To any subsidiary, parent company or affiliate of the Company;
- 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.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.8 CANCELLATION OF SERVICE**

**2.8.1 CANCELLATION**

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.5, preceding), the customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 2.4, preceding; all costs, fees and expenses reasonably incurred in connection with:

- All nonrecurring charges as specified in the Company's tariffs, plus
- Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, plus
- 65% of all monthly rates specified in the applicable Company tariff for the balance of the then current term.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.9 NOTICES AND COMMUNICATIONS**

**2.9.1 CUSTOMER RESPONSIBILITY**

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 COMPANY RESPONSIBILITY**

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 NOTICES AND OTHER COMMUNICATIONS**

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

**2.9.4 NOTIFICATION OF CHANGES**

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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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**2.10.1 SPECIAL CONSTRUCTION**

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

- Where facilities are not presently available, and there is no other requirement for the facilities to be constructed;
- Of a type other than that which the Company would normally utilize in the furnishing of its services;
- Over a route other than that which the Company would normally utilize in the furnishing of its services;
- In a quantity greater than that which the Company would normally construct;
- On an expedited basis;
- On a temporary basis until permanent facilities are available;
- Involving abnormal costs; or
- In advance of its normal construction.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)**

**2.10.2 BASIS FOR CHARGES**

Where the Company furnishes a facility or service on a construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include;

- Nonrecurring charges;
- Monthly rates;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

**2.10.3 BASIS FOR COST COMPUTATION**

The costs referred to in Section 2.10.2, preceding, may include one or more of the following items to the extent 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:
- Equipment and materials provided or used;
  - Engineering, labor and supervision;
  - Transportation;
  - Rights of way; and
  - Any other item chargeable to the capital account.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**2.10.3 BASIS FOR COST COMPUTATION (CONT'D)**

**B. Annual charges including the following:**

- Cost of maintenance;
- 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;
- Administration, taxes and uncollectable revenue on the basis of reasonable average;
- Costs for these items;
- Any other identifiable costs related to the facilities provided; and
- An amount for return and contingencies.

**2.10.4 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 maximum termination liability is equal to the total cost of the special facility as determined in Section 2.10.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B.** The maximum termination liability as determined in paragraph A. shall be divided by the term of service contracted for by the customer (rounded up to the next whole number of months) to determine the monthly liability. The customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent, plus applicable taxes. In addition, the customer shall also be liable for any third-party, off network, fees, charges or assessments imposed upon the Company by third-party provider in connection with the requested service.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.10. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

**2.10.5 EXTENSION OF LINE FACILITIES**

Extensions of line facilities for exchange service will generally be made without construction charges under the normal construction programs of the Company to meet the needs of present or future applicants for new permanent telephone exchange service to permanent premises for year round occupancy.

An extension of the Company facilities in locations where the Company's facilities do not exist will be made at the Company's discretion.

**2.10.6 MAINTENANCE CHARGE**

A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company or if the problem is a result of intentional misuse or negligence of the customer.

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**LOCAL COMMUNICATIONS SERVICES**

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**2. GENERAL REGULATIONS**

**2.11 CONTRACTS AND PROMOTIONS**

**2.11.1 CONTRACTS**

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this tariff provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulation for such arrangements are in addition to the applicable regulations and prices in other sections of the Company's tariffs.

**2.11.2 PROMOTIONAL OFFERINGS AND TRIALS**

The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for market research or rate experimentation purposes. Such promotional or trial offerings will be for a limited duration.

At the Company's option, a letter outlining the promotion or trial may be filed with the Commission Staff in lieu of filing language in the tariff.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.1 GENERAL**

**3.1.1 TERMS AND CONDITIONS**

- A. The provisions of exchange service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.
- B. The rate and charges as quoted herein for exchange services entitle the customer to local calls, without toll.
- C. Wire center serving areas may be revised and portions of an area transferred to other wire centers as facility requirements change.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.1. GENERAL (CONT'D)**

**3.1.2 END USER POINTS OF CONNECTION**

- A. Services terminate at a Point of Connection (POC) established by the Company. The POC will ordinarily be located in the same building as the customer's or user's premises; however, a customer may elect to be served by a POC in a different building, in which case the customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its premises to the POC. In a multi-tenant building, the POC will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the POC.
  
- B. The Company will establish a POC upon request within a building, campus, or other customer premises located in a Company-served exchange area if, in the Company's opinion, it can recoup its up-front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new POC. A POC may be established at any location where the preceding conditions are not satisfied subject to the rates, terms, and conditions applicable to Special Construction as specified in Section 2 of this Tariff.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.2 SERVICE CONNECTION AND LINE ACTIVATION CHARGES**

**3.2.1 GENERAL**

- A. Nonrecurring charges apply to customer requests for connecting, moving or changing service. They are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- B. Charges for the connection, move or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based upon the additional cost involved, as set forth in Section 3.3.6 or 3.3.7, following.
- C. All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.
- D. The Company may from time to time waive or reduce the nonrecurring charge, at its discretion, including as part of a promotion.

**3.2.2 DESCRIPTION OF CHARGES**

- A. A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.
- B. The Service Connection Charge applies per occurrence for the initial or subsequent installation of broadband facilities and equipment, and to any change of location of such facilities and equipment.
- C. The Primary Line Activation Charge applies per occurrence where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES**

**3.2.2. DESCRIPTION OF CHARGES (CONT'D)**

- D. The Additional Line Activation Charge applies per occurrence for additional lines where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies. The Line Activation Charge will be waived if the Service Connection Charge or Primary Line Activation Charge applies.
- E. The Service Dispatch Charge applies for any subsequent request to add or modify facilities after initial installation.

**3.2.3 RATES AND CHARGES**

	<b>NONRECURRING CHARGE</b>
• Service Connection	
- Business	ICB
• Primary Line Activation	
- Business	ICB
• Additional Line Activation	
- Business	ICB
• Service Dispatch (subsequent to initial installation)	
- Business	ICB

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3 MISCELLANEOUS NONRECURRING CHARGES**

**3.3.1 TERMS AND CONDITIONS**

- A. A Nonrecurring Charge applies to the following:
- The installation of new service.
  - The transfer of an existing service to a different location.
  - A change from one class of service to another at the same or a different location.
  - Restoral of service after suspension or termination for nonpayment.
- B. No Nonrecurring Charge applies for:
- A change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase if a lower grade of service is offered in the customer's exchange.
  - Complete termination of service.
- C. The Company may from time to time waive or reduce the nonrecurring charge as part of a promotion.
- D. Nonrecurring charges are listed with each service in this Tariff to which they apply.

**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.2 CHANGE OF RESPONSIBILITY**

A. Terms and Conditions

When acceptable to the Company, an applicant may supersede exchange service of a customer where an arrangement is made by the customer and the applicant to pay all outstanding charges against the service.

B. Rates and Charges

**NONRECURRING  
CHARGE**

- Change of Responsibility  
- Business \$25.00

**3.3.3 MOVES, ADDS AND CHANGES**

A. Terms and Conditions

1. The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the nonrecurring charge for the underlying service will apply as if the work had been done by the Company.
2. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add

The addition of service(s) to existing equipment and/or service(s) at one location.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.3 MOVES, ADDS AND CHANGES (CONT'D)**

Change

The rearrangement or reclassification of existing service at the same location.

B. Rates and Charges

**NONRECURRING  
CHARGE**

1. Business

- |                                |         |
|--------------------------------|---------|
| • Hunting Configuration Charge | \$25.00 |
| • Feature Add/Change/Remove    | \$25.00 |

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.4 CHANGE OF TELEPHONE NUMBER**

A. Terms and Conditions

1. When a customer changes telephone numbers, the referral period for the disconnected number will be 180 days for business numbers.
2. The following nonrecurring charge applies to change a telephone number at the customer's request. No charge applies to change the number due to annoyance calls or Company initiated number changes.

B. Rates and Charges

**NONRECURRING  
CHARGE**

- Per Telephone Number Changed
  - Business \$25.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.5 RESTORAL OF SERVICE**

**A. Terms and Conditions**

1. A nonrecurring charge will be applied to reestablish service if service is interrupted due to nonpayment of exchange service, or other charges, but an order providing for complete disconnection has not been completed.
2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application of service in addition to any charges for services due up to the date of suspension.
3. The following charge will be applied unless a charge for restoral of service is included in a specific service's section of this Tariff. Additionally, all charges up to the date of the suspension are due prior to restoral of service.

**B. Rates and Charges**

**NONRECURRING  
CHARGE**

- |                                  |         |
|----------------------------------|---------|
| • Restoral of Service, each line |         |
| - Business                       | \$50.00 |

**3.3.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.7 PREMISES VISIT**

**A. General**

The customer has two conditions for a Company representative to visit his/her premises: 1) the customer may require installation of, or changes to, his/her premises wiring; or 2) may report trouble on the Company provided service.

**B. Customer Initiated Work Visit**

The customer may ask for an estimate or a firm bid before requesting a Company technician to perform work at the customer's premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at the customer's request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are specified elsewhere in the Company Tariff. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

- Business, per visit
- Labor Rate, per hour

**CHARGE**  
Individual Case Basis ("ICB")  
ICB

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES**

**3.3.7. PREMISES VISIT (CONT'D)**

**C. Trouble Report Visit**

A maintenance visit charge may apply when a customer or authorized user requests the dispatch of the Company's personnel for the purpose of isolation and/or repair of trouble. The Company's responsibility for service extends from the serving office to the customer's premises, ending in a Company-provided point of connection (e.g., protection block, Network Interface Device (NID), etc.). Where a NID exists, if the Company is able to test for dial tone and the problem proves to be beyond the NID (within a customer's premises) a maintenance visit charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance visit charge will be assessed. The following rates apply during normal business hours. After normal business hours, the Company may charge a higher rate based on cost.

	<b>CHARGE</b>
• Business, per visit	\$50.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.3. MISCELLANEOUS NONRECURRING CHARGES (CONT'D)**

**3.3.8 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE**

A. Description

Presubscription is an arrangement whereby an end user may select and designate to the Company an Inter/IntraLata Interexchange Carrier (IC) to access, without an access code, for long distance calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IC that orders Feature Group D Switched Access Service at the end office that serves the end user.

B. Regulations

Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, the following nonrecurring charge applies for any additional change in selection. This charge is billed to the end user which is the subscriber to the Local Exchange Service and applies only for changing to another IC which provides long distance service.

C. Charge

The following charge will apply each time the customer requests a change in their long distance carrier after the initial installation of service.

	<b>NONRECURRING CHARGE</b>
• Change in IC, Per Customer Request	
- Business	\$25.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4 BASIC EXCHANGE SERVICE**

**3.4.1 GENERAL**

A. Description

1. Basic Exchange Service provides a connection to the Company's switching network which enables the customer to:
  - Place and receive calls from other access lines on the public switched telephone network;
  - Access the Company's local calling service;
  - Access the operator service and business office for service related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 911 service for emergency calling;
  - Access the service of providers of Interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800/888 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
  - Originate calls to the Telecommunications Relay Service (TRS) which enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate not using TDDs and vice versa. A customer will be able to access the state provider to complete such calls.

2. Exchange Access Line Characteristics

Each exchange access line corresponds to a single, flat rated analog, voice-grade channel that can be used to place or receive one call at a time. Characteristics of each line include:

- Terminal Interface.....2-wire
- Signaling Type .....Loop Start
- Pulse Type.....Dual Tone Multi-Frequency (DTMF)
- Touch-Tone

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE**

**3.4.1. GENERAL (CONT'D)**

**B. Terms and Conditions**

1. One nonrecurring charge applies to install one or more exchange access lines on the same order, at the same time.
2. Miscellaneous exchange services are available at additional rates and charges as specified in Section 3.5, following.
3. Calls to points within the local calling area are included in the monthly flat rate for service.
4. Business service is offered to customers at business locations only.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE (CONT'D)**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE (CONT'D)**

**3.4.3 BASIC EXCHANGE SERVICE**

**A. General**

Basic Exchange Service is offered as a flat rated service allowing unlimited local calling with no usage charges. There will be no charge for incomplete or unanswered calls.

**B. Basic Exchange Service Packages**

**1. One-Line Package includes:**

- One exchange access line,
- One telephone number,
- The following Custom Calling features:
  - Call Forwarding
  - Call Return \*69
  - Call Transfer
  - Call Waiting
  - Caller ID with Call Waiting
  - Custom Code Restriction
  - Custom Ring
  - Speed Dial 8 or 30
  - Three-Way Calling, and
- The following CLASS features:
  - Anonymous Call Rejection
  - Call Forward Selective
  - Call Screening
  - Caller ID Blocking
  - Caller ID
  - Customer Originated Trace
  - Distinctive Ring
  - Repeat Dialing \*66

**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE**

**3.4.3. BASIC EXCHANGE SERVICE**

B. Basic Exchange Service Packages (Cont'd)

2. Rates and Charges

	<b>NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>
• One-Line Package (each)	\$40.00	\$50.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE**

**3.4.3. BASIC EXCHANGE SERVICE (CONT'D)**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE**

**3.4.3. BASIC EXCHANGE SERVICE (CONT'D)**

D. Local Only Offer

1. General

The Local Only Offer is provided as a stand-alone local offer not associated with a long distance service. The Local Only Offer is subject to monthly recurring charges on a per access line basis.

The Local Only Offer provides customers with a local access line, touch-tone service, and unlimited calling within the customer's local calling area. Optional features are available for an additional monthly charge, as specified in Section 3.5.2.

2. Rates and Charges

	<b>NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>
- Local Only, each	\$30.00	\$50.00

E. Additional Lines

1. General

The customer may add additional access lines, up to a total of four lines per account. A monthly charge for each additional line will be assessed (per above).

2. Rates and Charges

	<b>NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>
- Additional Lines, each	\$30.00	\$50.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE (CONT'D)**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.4. BASIC EXCHANGE SERVICE (CONT'D)**

**3.4.6 EXTENDED LOCAL CALLING**

A. General

1. Extended Local Calling is available to calling to specified exchanges located outside of the customer's local service area for a flat monthly charge.
2. The charge for Extended Local Calling is in addition to the customer's local exchange service rates.
3. Extended Local Calling is provided in the following exchanges as specified below.

<b>Exchange</b>	<b>Extended Local Calling Service Exchanges</b>
TBD	TBD

(Company will mirror extended local calling scopes of ILECs in corresponding service areas.)

4. Rates and Charges

	<b>MONTHLY CHARGE</b>
Per Business Line	\$20.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6 MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1 OPERATOR SERVICES**

A. Directory Assistance Service

1. Description

- a. Directory Assistance Service provides the calling party with telephone numbers available from the Company's contractor's Directory Assistance records and with notification that a customer has requested that the customer's number not be provided, or that the requested party has no telephone listing. Directory Assistance Service will be provided by a third party under contract with the Company and the rates and regulations governing the service are subject to changes instituted by the service provider.
- b. The Directory Assistance operator will provide telephone numbers or other information as described in a preceding for a maximum of three number requests per call.
- c. Charges specified in 3, following, apply to Directory Assistance Service furnished in Arizona by the Company within the Number Plan Area (NPA) served by the customer when the customer's calls exceeds the allowance specified in 2, following. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.
- d. A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges. The exemption procedure is specified in 3.b, following.
- e. All calls to Directory Assistance Service will be billed directly to the Customer's account. No alternate billing options are applicable.

2. Call Allowances

A free call allowance per month for each line (not transferable), as set forth in 3.c, following, is provided for each end user Local Exchange access line.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1. OPERATOR SERVICES**

A. Directory Assistance Service (Cont'd)

3. Charges

- a. Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for directory assistance information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- b. Charges do not apply for calls for Directory Assistance from users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. A similar exemption from the Directory Assistance Call Completion service charge is also available to qualifying Customers. The customer shall notify the Company when the need for these exemptions no longer exists.
- c. Rates and Charges

**CHARGE**

- Business
  - Calls in excess of 3 per month, each \$5.00
  - Call Completion \$5.00
  - Operator completed call to 411, each \$5.00

**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1. OPERATOR SERVICES (CONT'D)**

A. Directory Assistance Service (Cont'd)

4. Directory Assistance Credit

- a. A credit applies when the customer experiences poor transmission, is cut-off during the call, given an incorrect telephone number, or inadvertently dials an incorrect telephone number.
- b. To receive a credit, the customer must notify the Company Customer Care Center of the problem.

B. Local Operator Service

1. Operator services are provided by the Company for assistance to its Customers or authorized end users for the completion of certain types of calls as described herein and for emergency assistance.
2. Local calls may be completed or billed with live or mechanical assistance by the Company's operator center.
3. Non-emergency calls made to the Operator for the purpose of obtaining information or assistance not pertinent to call completion and prank calls may be billed the Station-to-Station charge as described below.

4. Rates and Charges

**CHARGE**

- Station-to-Station, per call  
(Sent Paid, Collect, Third Number Billed,  
and all other operator assistance)
- Business \$10.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1. OPERATOR SERVICES (CONT'D)**

**C. Busy Verification and Interrupt Service**

**1. General**

Upon request of a calling party, the Company will verify a busy condition on a called line where network capability is available. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will interrupt an existing call on the called line if the calling party indicates an emergency and requests interruption.

**2. Rate Application**

**a. A Verification Charge will apply when:**

- The operator verifies that the line is busy with a call in progress, or
- The operator verifies that the line is available for incoming calls.

If the customer requests that the operator connect him or her to the verified telephone number, the operator assistance charge in 3.5.4.B, preceding, applies. This charge does not cover completion of the call by the operator, if the customer requests, when the line is available.

- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.**
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.**

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1. OPERATOR SERVICES (CONT'D)**

C. Busy Verification and Interrupt Service

3. Charges

	<b>CHARGE</b>
• Verification, each request	
- Business	\$10.00
• Verification with interrupt, each request	
- Business	\$10.00

D. Operator Assisted Local Calls

1. Descriptions

The Operator Dialed Surcharge applies to Station-to-Station or Person-to-Person operator assisted calls where the operator dials the called number.

2. Terms and Conditions

a. The following operator assisted calls are exempt from the Operator Dialed Surcharge:

- Calls to designated Company numbers for official Company business.
- Emergency calls to authorized civil agencies.
- Operator dialed calls to:
  - re-establish a call which has been interrupted due to a service failure;
  - establish a call where Company service problems prevent completion;
  - complete a call for a calling party who identifies that they are unable to dial a call due to a disability.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.1. OPERATOR SERVICES (CONT'D)**

D. Operator Assisted Local Calls

3. Charge

**CHARGE**

- Operator Dialed Surcharge, each request <sup>[1]</sup> \$5.00

[1] Operator Dialed Surcharge is applied in addition to any applicable Operator Assisted charges.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES (CONT'D)**

**3.6.2 LISTING SERVICES**

**A. Additional Listings**

1. Description

A listing provided in addition to the main listing on a telephone service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.

2. Rates and Charges

	<b>NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>
• Additional listing		
- Business	\$20.00	\$10.00

**B. Foreign Listings**

Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the customer is regularly listed.

1. Rates and Charges

	<b>NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>
• Foreign listing		
- Business	\$20.00	\$10.00

**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.2.. LISTING SERVICES (CONT'D)**

C. Nonlisted Service

1. Description

At the request of the customer, any one or all of the customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

2. Terms and Conditions

The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

3. Rates and Charges

	<b>NONRECURRING CHARGE <sup>[1]</sup></b>	<b>MONTHLY RATE</b>
• Business	\$20.00	\$10.00

[1] Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.2. LISTING SERVICES (CONT'D)**

**D. Nonpublished Service**

**1. Description**

- a. The telephone numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
- b. Nonpublished information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

**2. Terms and Conditions**

- a. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
- b. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.

**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.2. LISTING SERVICES (CONT'D)**

D. Nonpublished Service (Cont'd)

- c. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a Nonpublished Service in the telephone directory or disclosing of such number to any person.

3. Lines Dedicated to Data Usage

The Customer may request that lines ordered solely for data usage (i.e., computers, fax machines, etc.) be non-published without charge where:

- such service is provided for the same customer at the same address as the customer's Company-provided primary service,
- the customer's primary listing is either published or the customer is paying a monthly recurring charge to have the primary listing non-published or non-listed, and
- the non-published directory assistance listing is in the customer's name.

4. Rates and Charge

	<b>NONRECURRING CHARGE <sup>[1]</sup></b>	<b>MONTHLY RATE</b>
• Business	\$20.00	\$10.00

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**LOCAL COMMUNICATIONS SERVICES**

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**3. EXCHANGE SERVICES**

**3.6. MISCELLANEOUS EXCHANGE SERVICES**

**3.6.2. LISTING SERVICES (CONT'D)**

E. Extended Referral Service

1. Description

Upon disconnection of a line the customer may request an extended announcement referring the caller to the customer's new number for up to three months from the date of disconnect.

2. Rates and Charges

**NONRECURRING  
CHARGE <sup>[1]</sup>**

- Business \$8.00

**3.6.3 CALL BLOCKING**

700/900/976 Blocking – This feature is provided by the Company as the default service option to restrict direct-dialed calls from the customer's access line to all 700, 900 and/or 976 service numbers.

<sup>[1]</sup> Nonrecurring Charge does not apply if ordered at the same time as the associated exchange access line.

**LOCAL COMMUNICATIONS SERVICES**

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**4. INTENTIONALLY LEFT BLANK**

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**LOCAL COMMUNICATIONS SERVICES**

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**5. SUPPLEMENTAL SERVICES**

**5.1 CUSTOMER REQUESTED SERVICE SUSPENSIONS**

At the request of the customer, the Company will suspend incoming and outgoing service on the customer's access line for a period of not less than one month and not to exceed six months. The facilities are left in place and directory listings are continued during the suspension period. Service may not be suspended more than one time per year.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any other applicable monthly recurring charges are still due, without reduction during the period of suspension.

<b>TIME PERIOD</b>	<b>SUSPENSION CHARGE</b>
• Each Month or Fraction Thereof	[1]

[1] 50% of the regular Monthly Rates apply.

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**LOCAL COMMUNICATIONS SERVICES**

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**6. EMERGENCY NUMBER SERVICE (911)**

**6.1 EMERGENCY SERVICES**

**6.1.1 BASIC 911**

Allows customers to reach appropriate emergency services including police, fire and rescue.

**6.1.2 ENHANCED 911**

Allows customers to reach appropriate emergency services including police, fire and rescue. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be provided to the E911 provider for display at the Public Service Answering Point (PSAP).

**6.2 REGULATIONS**

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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**LOCAL COMMUNICATIONS SERVICES**

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**6. EMERGENCY NUMBER SERVICE (911)**

**6.2. REGULATIONS (CONT'D)**

- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- E. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911. Service feature and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or to the wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**LOCAL COMMUNICATIONS SERVICES**

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**6. EMERGENCY NUMBER SERVICE (911)**

**6.2. REGULATIONS (CONT'D)**

- F. This service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused by mistakes, omissions, interruptions, delay, error, or other defects in the provision of this service, or installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1 LOCAL INTERCONNECTION SERVICE**

**7.1.1 GENERAL**

- A. Subject to the terms set forth in Section 7.1.4, following, this Tariff provides an overview of Local Interconnection Service (“LIS”) and the terms and conditions under which LIS is offered.
- B. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company’s service area(s). To limit the real potential for stranded investment, recurring and nonrecurring costs will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- C. Upon receipt of a bona fide request for LIS from a Customer, the Company will negotiate in good faith with the Customer to enter into an agreement that effectuates the terms and conditions set forth in this Tariff.
- D. LIS is available to Customers for resale to retail Subscribers.
- E. The Customer must comply with all applicable FCC regulations governing the provision of interconnected Voice over Internet Protocol (“VoIP”) service. In addition, it is the Customer’s sole responsibility to comply with all applicable laws and regulatory requirements.
- F. LIS does not support “nomadic” VoIP services. As provided elsewhere in this Tariff, the Customer must provide its services to Subscribers at a fixed service address.
- G. The terms and conditions set forth in this Section are in addition to the terms and conditions found in the General Regulations section of this Tariff.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.2. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.2 DEFINITIONS**

- A. For purposes of this section 7, "Company" means an affiliate of Suddenlink Communications that is a Competitive Local Exchange Carrier (CLEC) certificated by the applicable state regulatory commission to offer telecommunications services in the state in which the Customer requests LIS.
- B. "Customer" means the provider of retail interconnected VoIP service, as defined in 47 C.F.R. § 9.3, that purchases LIS from the Company in order to serve its own customers, which are the Subscribers to the interconnected VoIP service provided by the Customer.
- C. "Subscriber" means the interconnected VoIP end-user customer of the Customer.

**7.1.3 DESCRIPTION OF SERVICE**

- A. LIS provides a connection between a Customer's facilities and the public switched telephone network, and related services described herein. In order to make use of the Company's LIS, the Customer's facilities must consist of an IP-based, broadband network that uses a Cable Modem Termination System (CMTS) employing the Network-based Call Signaling specified by Cable Television Laboratories, Inc. (CableLabs®). LIS does not support Customers providing services to Subscribers that operate using a different format.
- B. The IP-based, broadband connecting facility between Customer and Subscribers, the CMTS, the soft switch, the connecting facilities to the Company's media gateway, and all customer premises equipment must be provided by the Customer or its Subscribers and is not included as part of LIS. The Company will only accept and deliver traffic in time division multiplex ("TDM") protocol.
- C. LIS is available to Customers where suitable facilities exist, are technologically available, and are operationally and economically feasible.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.3 DESCRIPTION OF SERVICE**

- D. LIS provides standard 10-digit telephone numbers with associated two-way statewide local exchange telecommunications service to permit Customers to provide interconnected VoIP service to the Customer's Subscribers. Where available in a service territory, LIS may also include support for the provision of 911 capability, telecommunications relay services (711), Toll, and Directory Listings. Operator Services and Directory Assistance are not included in LIS. LIS does not support calling to 976 or similar exchanges or to calls to the 900 Service access code.

**7.1.4 USE OF SERVICE**

- A. LIS is provided in accordance with the regulations and rates in this Tariff, applicable law, and the Company's agreements with other providers, including but not limited to: applicable state or federal law, applicable state or federal regulations, orders issued by regulatory agencies and/or courts of competent jurisdiction, Incumbent Local Exchange Company ("ILEC") interconnection agreements, or similar requirements (collectively "Company Obligations"). To the extent that changes in Company Obligations affect the terms and conditions under which the Company may provide LIS, including being unable to provide LIS at all, the liability of the Company for any such changes shall be subject to the limitation of liability provisions set forth in Sections 7.1.8 and 7.1.9 of this Tariff.
1. The Customer shall, at its sole cost, be responsible for providing all equipment software, facilities and IP connectivity (including connectivity to Subscribers) necessary for the Customer to provide interconnected VoIP service to its Subscribers.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.4. USE OF SERVICE (CONT'D)**

- a. The Customer must provide the proper signaling information (e.g., originating Calling Party Number (CPN) (a/k/a Automatic Number Identification (ANI), destination called party number, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, Automatic Location Identification (ALI), etc.) for all calls. To the extent that failure to provide ANI or other signaling information leads to increased charges from third parties to the Company as a result of the Company Obligations, the Company may recover all such increased charges, as well as the Company's reasonable costs associated with defending against and/or administering such increased charges, from the Customer. If for two months in any twelve month period the Customer sends calls to the Company lacking required signaling information in excess of 5% of all calls during such months, the Company may terminate LIS to the Customer immediately with no liability from the Company to the Customer for such termination.
- b. The Customer shall input, validate and maintain accurate Subscriber information so that the Company can provide such Customer-provided information to applicable national databases, including but not limited to, Automatic Local Identification (ALI) Database, Directory Listing information, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM). The Customer shall deliver to the Company valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG").
- c. The Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.4. USE OF SERVICE (CONT'D)**

- d. Based on the Company Obligations, LIS service is limited to Subscribers physically located in areas served by the Company within the states/locations identified in Section 7.1.11. The Customer shall in all cases assign telephone numbers to Subscribers based on the Subscribers' locations and fully in accordance with NANPA guidelines associating NPA-NXX codes with particular exchange areas. LIS under this Tariff is not to be used with any "virtual numbering" or foreign-exchange-like arrangements. Any such arrangements must be separately identified and negotiated between the Company and the Customer and will be established, if at all, only on an "individual case basis."
- e. The Company and the Customer will conduct interoperability testing prior to the Customer's implementing any software or call flow upgrade, enhancement or modification thereto. All special configurations are subject to the Company's approval. The Company may terminate (without liability) LIS where proper interoperability testing has not been completed.

**7.1.5 TERM AND TERMINATION**

- A. LIS is available for an initial term ("Term") of three years following execution of a contract or service order between the Company and the Customer effectuating the provisions of this Tariff, unless earlier terminated as provided herein. The Customer will provide notice of its intent to renew at least 90 days prior to expiration of the Term.
- B. In the event of early termination of service by the Customer before the expiration of the Term, the Company may assess a termination liability equal to 100% of all monthly recurring rates multiplied by the number of months left in the contract. Such early termination charges do not constitute a penalty under this Tariff but are assessed in order for the Company to fully recover costs associated with providing LIS.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.5. TERM AND TERMINATION (CONT'D)**

C. Discontinuance of Service for Cause.

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
2. Upon Customer violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. 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 notice to the Customer, may discontinue or suspend service without incurring any liability.
4. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
6. In the event of fraudulent use of the Company's network, the Company may without notice immediately suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.5. TERM AND TERMINATION (CONT'D)**

C. Discontinuance of Service for Cause (Cont'd)

7. Upon the Company's discontinuance of service to the Customer under this Section, 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 immediately due and payable.
8. In the event a Customer's LIS is discontinued for any reason, it is the Customer's responsibility to ensure its affected Subscribers have access to an alternative 911 service.

**7.1.6 SUBSCRIBER ORDERS AND USAGE FORECASTS**

- A. The Customer must submit customer order(s) to activate a market(s) and request telephone numbers (each a "market order") in a format that will be provided by the Company and that may be updated from time to time. After doing so, the Customer may submit customer orders to activate Subscribers for use of LIS within a market ("subscriber order").
- B. The Customer will provide the Company with a non-binding forecast setting forth the Customer's estimated usage by market or local calling area and anticipated Local Number Portability ("LNP") requests for the next 12 month period, which shall be updated on a calendar quarter basis thereafter.
- C. The Customer may use other common carriers in addition to or in lieu of the Company.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.7 LOCAL NUMBER PORTABILITY**

- A. Porting In. As between the Company and the Customer, the Customer may act as the Company's agent in obtaining Subscriber requests to port a telephone number from a third party telecommunications provider to the Company so that the Customer may provide interconnected VoIP service to the Subscriber using that ported number. The Customer represents and warrants that it has all necessary rights and authority necessary for any Port-In it requests, will provide copies of letters of authority authorizing the same (or access to recordings of third-party verification of customer ports) upon request and shall indemnify, defend and hold harmless the Company and its affiliates from any third party claim related to or arising out of any Port-In (or request for Port-In). The Customer shall not request a Port-In in any situation that does not meet the definition of "number portability" contained at 47 C.F.R. § 52.21(m).
- B. Porting Out. The Company shall honor requests received from third-party providers of telephone exchange service to port to such a provider a telephone number currently assigned to a Subscriber ("Port-Out"). Prior notice of Port-Outs will not be provided. The Company will support such third-party Port-Out requests in accordance with the Company's standard operating procedures.

**7.1.8 EMERGENCY 911 SERVICE**

- A. Subject to technical limitations which may vary from market location to market location, the Company may offer 911 Services as part of LIS, subject to the limitations stated herein.
- B. The Customer shall ensure that a Subscriber does not use LIS from a location different from the Subscriber's address and shall further ensure that telephone numbers are assigned to Subscribers whose primary address is within the rate center (as defined by the incumbent local exchange carrier) associated with such telephone number.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.8. EMERGENCY 911 SERVICE (CONT'D)**

- C. 911 Services may not function, or may not function properly: (i) if a telephone number is assigned to a Subscriber located outside of the ILEC rate center associated with such telephone number; (ii) if a Subscriber attempts a 911 call from a location different from the Subscriber's address provided to the Company by the Customer; (iii) during a disruption of power at the Subscriber location; (iv) during a loss of connectivity to the Subscriber location due to network outages or other degradations of service, whether in the Company's network or an interconnecting network; (v) during any period where service to a Subscriber has been cancelled or suspended for any reason (including suspensions or cancellations for failure to pay or other default); (vi) if incorrect or invalid Subscriber address information is provided, or if such information is not updated in the event of a change in primary location; or (vii) if equipment provided to or used by the Subscriber fails to function or is improperly installed or configured.
- D. 911 Services may not function correctly until correct and valid address information has been input into the appropriate database(s), which may occur after initial service activation.
- E. The Customer's agreements with Subscribers shall contain the following: (i) an explanation of the limitations on the functionality of 911 Services, including those set forth in Section 7.1.8.C, which the Company may supplement from time to time; and (ii) a release in favor of the Customer and the Company relating to claims arising out of the failure of 911 Services to function properly for the reasons set forth in this Section.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.8. EMERGENCY 911 SERVICE (CONT'D)**

- F. LIMITATION OF LIABILITY. IN ADDITION TO THE GENERAL LIMITATION OF LIABILITY SET FORTH IN SECTION 7.1.9 OF THIS TARIFF, NEITHER THE COMPANY, ITS AFFILIATES, SUBSIDIARIES, OFFICERS OR EMPLOYEES SHALL BE LIABLE TO CUSTOMER, SUBSCRIBER OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, DAMAGES OR LIABILITIES, INCLUDING DAMAGE TO GOOD WILL, ECONOMIC LOSS, LOST PROFITS, OR OTHERWISE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ARISING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE 911 SERVICES.

**7.1.9 LIMITATION OF LIABILITY**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omissions, shall be limited to the extension of allowances to the Customer for the amount of the cost of service during the outage.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 7.1.9.A, the Company shall not be liable to a Customer or Subscriber or any third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, except for willful neglect or willful misconduct.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.9 LIMITATION OF LIABILITY (CONT'D)**

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
  - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen.
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, fiber cuts, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and services;
  - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.9 LIMITATION OF LIABILITY (CONT'D)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.9. LIMITATION OF LIABILITY (CONT'D)**

- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or non-preemption as may be provided by the other entities.
- H. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any intentional or negligent act or omission of the Customer with respect to the services purchased under this Tariff, including the acts or omission of any subcontractor or any direct or indirect employees of a subcontractor of the Customer.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE**

**7.1.9. LIMITATION OF LIABILITY (CONT'D)**

- I. The Customer will indemnify and hold harmless the Company against any and all liability, claims, suits, losses, costs and legal fees with regard to infringement of patents, trade secrets or copyrights arising from or in connection with Customer-provided facilities or services.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

**7.1.10 DIRECTORY LISTINGS**

- A. The Company will assist the Customer in the provision of Primary, Non-Published and Non-Listed Directory Services (as those services are described in section 3 of this tariff).
- B. The Company's liability, if any, for its gross negligence or willful misconduct in the provision of Directory Services is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by (or other legal remedies available to) the Customer for damages associated with Directory Services, the Company's liability, if any, shall not exceed the monthly charges, if any, for the impacted Directory Services for the affected period.
- C. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the Customer.

**7.1.11 SERVICE TERRITORIES**

Service is offered subject to the availability of suitable facilities within the Company's service territory.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE**

**7.1.12 DESCRIPTION OF RATES AND CHARGES**

- A. Facilities and equipment of a type and/or quantity necessary to provide LIS are not available on a ubiquitous basis in the Company's service area(s). To limit the real potential for stranded investment, recurring and nonrecurring charges for Customer-determined service configurations will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service. Charges will be offered to the Customer in writing and on a nondiscriminatory basis.
- B. Charges for service are exclusive of taxes. Except for taxes that the Company must remit directly based on the Company's income, the Customer will be responsible for all taxes that arise in any jurisdiction, including value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up) excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of service (whether imposed on the Company or any affiliate of the Company). Such charges may be shown on invoices as cost recovery fees. The Customer may present the Company a valid exemption certificate and the Company will give effect thereto prospectively.
- C. Rates for International services associated with LIS are included in the Company's materials posted on the Company's website at <http://www.suddenlink.com/telephone/international.php>.
- D. Add or Change Charge – The customer will be assessed a charge, on an ICB basis, for any add or change of a Company service as defined below.

Add – The addition of service(s) to existing equipment and/or service(s) at one location.

Change – The rearrangement or reclassification of existing service at the same location.

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**LOCAL COMMUNICATIONS SERVICES**

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**7. LOCAL INTERCONNECTION SERVICE**

**7.1. LOCAL INTERCONNECTION SERVICE (CONT'D)**

**7.1.13 RATES AND CHARGES**

	<b>NONRECURRING CHARGE</b>
1. Local Interconnection Service	ICB
<b>MONTHLY RATE</b>	
2. Local Interconnection Port Per-T-1	ICB
All Other Bandwidths	ICB
3. Local Interconnection Service	[1]

[1] The monthly rate for LIS is a function of a combination of market-specific cost considerations as well as customer-determined factors including service capacity, length of contract term, optional features, and maintenance and security considerations. See 7.1.12.A preceding for additional information.

**ACCESS SERVICES**

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**REGULATIONS AND RATES APPLICABLE TO  
THE FURNISHING OF  
SERVICES AND FACILITIES FOR INTRASTATE ACCESS  
TELECOMMUNICATIONS SERVICES  
PROVIDED BY  
MERCURY VOICE AND DATA COMPANY  
D/B/A SUDDENLINK COMMUNICATIONS  
WITHIN THE STATE OF ARIZONA**

**This tariff is on file with the Arizona Corporation Commission.  
This tariff may also be viewed on the Company's website at [www.suddenlink.com](http://www.suddenlink.com).**

**Issued By:**

**Dennis D. Moffit  
Senior Counsel  
Mercury Voice and Data Company  
520 Maryville Centre Drive, Suite 300  
St. Louis, Missouri 63141**

ACCESS SERVICES

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CHECK SHEET

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

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2	Original*	32	Original*				
3	Original*	33	Original*				
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\* Indicates pages included with this filing

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**ACCESS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.1 GENERAL**

This sets forth the service offerings, rates, terms and conditions applicable to the provision of Intrastate Access Services ("Services") by Mercury Voice and Data Company ("Company") to Customers that furnish intrastate telecommunications services to the Telephone Company's end users within the State of Arizona.

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

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

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

**1.2 TARIFF REVISION SYMBOLS**

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

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

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ACCESS SERVICES

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1. APPLICATION OF TARIFF

1.3 DEFINITIONS

Access Minutes

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

Access Tandem

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

Advance Payment

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

Call

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

Carrier or Common Carrier

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

Central Office

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

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ACCESS SERVICES

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Channel

A communications path between two or more points of termination.

Common Carrier

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

Company

Mercury Voice and Data Company and its affiliate companies.

Customer

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

End Office

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

End User

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

---

ACCESS SERVICES

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Exchange

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

Interconnected VoIP Service

Interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user's location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area

A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

Message

A Message is a Call as defined above.

---

ACCESS SERVICES

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1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Non-interconnected VoIP Service

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

Point of Termination

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

"Regulatory Authority" or "Commission"

The Arizona Corporation Commission.

Tandem Transport

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

Trunk

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

Trunk Gateway

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

---

**ACCESS SERVICES**

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**1. APPLICATION OF TARIFF**

**1.4 EXPLANATION OF ABBREVIATIONS**

ANI	Automatic Number Identification
CLLI	Common Language Location Identifier
FCC	Federal Communications Commission
ICB	Individual Case Basis
LATA	Local Access and Transport Area
LERG	Local Exchange Routing Guide
MOU	Minutes of Use
NECA	National Exchange Carrier Association
NPA	Numbering Plan Area
PIU	Percentage of Interstate Usage
PSTN	Public Switched Telephone Network
VoIP	Voice over Internet Protocol

---

**ACCESS SERVICES**

---

**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE COMPANY**

**2.1.1 SCOPE**

The Company undertakes to furnish Access Service in accordance with the terms and conditions set forth in this Tariff.

**2.1.2 SHORTAGE OF FACILITIES**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control. The Company shall not be liable for errors in transmission or for failure to establish connections.

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 facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 TERMS AND CONDITIONS**

- A. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company. Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company.

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ACCESS SERVICES

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. TERMS AND CONDITIONS (CONT'D)

- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. The Company shall comply with all rules and regulations issued by the Commission. In addition, the regulations set forth herein apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff.

E. Use of Service

The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offering 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.

The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

Recording of telephone conversations of service provided by the Company is prohibited except as authorized by applicable federal, state and local laws.

F. Ownership of Facilities

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

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

**G. Interconnection**

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

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

1. The Customer is using the service in violation of this Tariff; or
2. The Customer is using the service in violation of the law.

**I. This Tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.**

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.4 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, without the prior consent of the Customer, which shall not be unreasonably withheld.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer 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.

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ACCESS SERVICES

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2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4. 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. Subject to this responsibility, the Company shall not be responsible for:
1. The transmission of signals by the customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. The reception of signals by customer-provided equipment.
- G. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- H. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.
- I. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled either directly or via contractual or other arrangements, by the Company.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.5 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, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.5. 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 the 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.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents or employees.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of customer-provided equipment or facilities.

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**ACCESS SERVICES**

---

**2. GENERAL REGULATIONS**

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

**2.1.5. LIABILITY OF THE COMPANY (CONT'D)**

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.5.E as a condition precedent to such installations.
- F. The Company is not 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 negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability 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. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.1.6 DISCONTINUANCE OF SERVICE FOR CAUSE**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving thirty (30) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving reasonable notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by 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 immediately discontinue service without incurring any liability.
- E. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under 2.1.6, 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 immediately due and payable.

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**ACCESS SERVICES**

---

**2. GENERAL REGULATIONS**

**2.2 OBLIGATIONS OF THE CUSTOMER**

**2.2.1 CUSTOMER PREMISES PROVISIONS**

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

**2.2.2 LIABILITY OF THE CUSTOMER**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other price list or tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.2.3 JURISDICTIONAL REPORT REQUIREMENTS**

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

- A. FGD Switched Access services consists of a trunk side connection, or the functional equivalent thereof, to the Company's network. For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes as outlined below in (E).
- B. For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (E).
- C. FGB Switched Access Services consists of a trunk side connection, or the functional equivalent thereof, and access to a uniform seven digit access code (950-XXX). For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication.
- D. For originating 8XX Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 8XX minutes, as outlined below in (E).
- E. For Customer provision of jurisdictional information, the following requirements apply:
  - 1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.
  - 2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.

**2. GENERAL REGULATIONS**

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**ACCESS SERVICES**

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

**2.2.3 JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)**

3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company.
4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
6. No revisions to bills preceding the effective date of the jurisdictional information will be made based on this report.

The Company may, in its sole discretion:

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

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.2.4 CHANGES IN SERVICE REQUESTED**

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

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

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

**2.2.6 INDEMNITY**

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

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

**2.2.7 TRANSFERS AND ASSIGNMENTS**

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

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.3 CUSTOMER EQUIPMENT AND CHANNELS**

**2.3.1 INTERCONNECTION OF FACILITIES**

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

**2.3.2 INSPECTION AND TESTING**

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

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.3. CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)**

**2.3.2. INSPECTION AND TESTING (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 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.

**2.4 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED**

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

**2.5 ALLOWANCE FOR INTERRUPTIONS IN SERVICE**

**2.5.1 GENERAL**

- A. A credit allowance will be given when service is interrupted, except as specified in 2.5.2, following. A service is interrupted when it becomes inoperative to the Customer; e.g., the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative.
- C. If the Customer reports a service, facility, or circuit to be interrupted but declines to release it for testing and repair, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility, or circuit considered by the Company to be impaired.

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ACCESS SERVICES

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2. GENERAL REGULATIONS

2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.5.2 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

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

2.5.3 LIMITATIONS ON ALLOWANCES

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.5. ALLOWANCE FOR INTERRUPTIONS IN SERVICE (CONT'D)**

**2.5.4 USE OF ANOTHER MEANS OF COMMUNICATIONS**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.5.5 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE**

In case of an interruption to any service, allowance for the period of interruption, permitted with this tariff, shall be as follows:

- A. For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates, or (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.
- B. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.6 PRIVACY RULES**

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing, services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.7 APPLICATION OF RATES AND CHARGES**

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

**2.7.1 MEASURING ACCESS MINUTES**

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

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

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

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

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

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ACCESS SERVICES

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2. GENERAL REGULATIONS

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

2.7.2 RATES BASED UPON DISTANCE

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

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

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.7.3 NONRECURRING CHARGES**

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

**A. Installation of Service**

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

**B. Service Rearrangements**

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

**1. Moves Within the Same Building**

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

**2. Moves to a Different Building**

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

Access Order Service Date Intervals

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

**2. GENERAL REGULATIONS**

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ACCESS SERVICES

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

2.7.3 NONRECURRING CHARGES (CONT'D)

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

A. Standard Interval:

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

B. Negotiated Interval:

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

- There is no standard interval for the service,
- The Customer requests a service date before or beyond the applicable Standard Interval Service Date,
- The Company determines that the service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has required. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

**2.8 [RESERVED FOR FUTURE USE]**

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ACCESS SERVICES

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2. GENERAL REGULATIONS

2.9 BILLING AND PAYMENT

The Company shall bill on a monthly basis all charges incurred by and credits due to the Customer. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.2.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, 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 due date, multiplied by a late factor. The late factor shall be 1.5% per month.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.9.1 TAXES**

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

**2.9.2 CLAIMS AND DISPUTES**

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

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

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

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ACCESS SERVICES

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2. GENERAL REGULATIONS

2.9. BILLING AND PAYMENT (CONT'D)

2.9.3 PAYMENT OF DEPOSITS

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills upon presentation by the Company, and providing for the discontinuance of service for nonpayment of any regulated sum due the Company. The deposit will not exceed an amount equal to:

- two month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an Advance Payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits cannot be held beyond December following 24 months of deposit retention. Deposits held will accrue interest at 7% annually. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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**ACCESS SERVICES**

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**2. GENERAL REGULATIONS**

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

**2.9.4 ADVANCE PAYMENTS**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. An Advance Payment may be required in addition to a deposit.

**2.9.5 SPECIAL CONSTRUCTION**

All rates and charges quoted herein provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

**2.9.6 NON-ROUTINE INSTALLATION**

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

**3.1 GENERAL**

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

**3.2 TRAFFIC TYPE DESIGNATION**

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

**3.3 SWITCHED ACCESS RATE CATEGORIES**

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

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

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

**3.3.1 COMMON CARRIER LINE**

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

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

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

**3.3.2 TANDEM TRANSPORT**

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

**A. Tandem Switched Transport Termination**

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

**B. Tandem Switched Transport Facility**

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

**C. Tandem Switching**

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

**D. Shared/Common Multiplexing**

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

**E. Interconnection Charge**

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

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

**3.3.3 NETWORK ACCESS**

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

**A. Local Switching**

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

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

**B. Shared/Common Trunk Port**

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

**C. Information Surcharge**

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

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**ACCESS SERVICES**

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**3. SWITCHED ACCESS SERVICE**

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

**3.3.4 8XX TOLL-FREE ACCESS SERVICE**

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate Customer based on the dialed 8XX number.

**A. Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis.

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**ACCESS SERVICES**

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**4. SPECIAL ACCESS SERVICE**

**4.1 AVAILABILITY**

Special access service is not offered on a general-availability basis. Certain point-to-point transmission services may be offered on an individual case basis, and subject to the terms and conditions set forth in individualized service agreements.

ACCESS SERVICES

5. RATES

5.1 Carrier Common Line

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00000000	\$0.00000000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.01937000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.02428230	\$0.00000000

<sup>[1]</sup> In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

ACCESS SERVICES

5. RATES

5.2 Local Switching

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.01627000	\$0.00197400
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.01515870	\$0.00260000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.05136100	\$0.00190190

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

ACCESS SERVICES

5. RATES

5.3 Tandem Switching

		Originating <sup>[1]</sup> (per MOU)	Terminating (per MOU)
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00500000	\$0.00225200
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00000000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00030380	\$0.00030380

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

ACCESS SERVICES

5. RATES

5.4 Common Trunk Port

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00090000	\$0.00090000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00049800	\$0.00049800
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

<sup>[1]</sup> In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

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5. RATES

5.5 Interconnection Charge

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00000000	\$0.00000000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00000000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

<sup>[1]</sup> In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

ACCESS SERVICES

5. RATES

5.6 Transport Facility (per mile)

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00002000	\$0.00003000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00000000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00104156	\$0.00000200

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

ACCESS SERVICES

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5. RATES

5.7 Transport Termination

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00019900	\$0.00024000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00788081	\$0.00100000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

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

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5. RATES

5.8 Common Transport Multiplexing

		Originating <sup>(1)</sup> (per MOU)	Terminating (per MOU)
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00013700	\$0.00003600
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00000000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

<sup>(1)</sup> In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.

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5. RATES

5.9 Database Query (per query)

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00350000	\$0.00366500
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.03120000	\$0.03120000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

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

ACCESS SERVICES

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5. RATES

5.10 Information Surcharge (per 100 minutes)

		<u>Originating<sup>[1]</sup></u> <u>(per MOU)</u>	<u>Terminating</u> <u>(per MOU)</u>
<i>CenturyLink – Qwest Corporation</i>	9636	\$0.00000000	\$0.00000000
<i>Citizens Utilities Rural d/b/a Frontier Citizens Utilities Rural</i>	2172	\$0.00000000	\$0.00000000
<i>Frontier Communications of the Southwest Inc. - AZ</i>	4419	\$0.00000000	\$0.00000000

<sup>[1]</sup> In accordance with the FCC Second Order on Reconsideration, FCC 12-47, released April 25, 2012, originating traffic will be billed at the rates shown until June 30, 2014.