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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Obligations of the Customer**

**2.9.1** The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to, the following:

- A.** reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B.** providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- C.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. 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 the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Obligations of the Customer, (Cont'd.)****2.9.1 (Cont'd.)**

- E.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer 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;
- F.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H.** taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I.** ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Obligations of the Customer, (Cont'd.)**

**2.9.2** With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to, the following:

**A. Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**B. Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate the planning of actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.



ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****C. Jurisdictional Reports**

Jurisdictional reporting requirements will be as specified below. When a Customer orders access service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. The Percent State Usage (PSU) is 1-PIU. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. **Originating Access** - Originating access minutes consist of traffic originating from the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

2. **Terminating Access** - Terminating access minutes consist of traffic terminating to the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

3. Except where access minutes are measured by Company call detail, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****C. Jurisdictional Reports, (Cont'd.)**

4. The Company will charge the intrastate terminating switched access rates to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 10% "floor," or 30% in this example. The Company will apply the customer's provided PIU to the residual traffic that does not apply to the provision of this tariff section (70% in this example).

In the event that the Company applies the intrastate terminating access rates to calls without sufficient jurisdictional information as specified herein, the customer can request that the Company change the application of the intrastate access rates upon an acceptable showing, as determined by the Company, of why the intrastate rate should not be applied.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Obligations of the Customer, (Cont'd.)****2.9.2 (Cont'd.)****D. Jurisdictional Audits**

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified, and upon request of the Company, shall make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing and Payment For Service****2.10.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize; and
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

**2.10.2 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service will be used or not.

ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing and Payment For Service, (Cont'd.)****2.10.3 Payment for Service**

- A.** All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.
- B.** Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D.** When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E.** Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F.** 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing and Payment For Service, (Cont'd.)****2.10.3 Payment for Service, (Cont'd.)**

- G.** Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H.** In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

**2.10.4 Disputed Charges**

- A.** Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** In the event that a billing dispute occurs concerning any charges 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 sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Billing and Payment For Service, (Cont'd.)**

**2.10.4 Disputed Charges, (Cont'd.)**

- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- G. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Clear Rate Communications, LLC  
24700 Northwestern Hwy, Suite 340  
Southfield, MI 48075  
(877) 877-4799



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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Billing and Payment For Service, (Cont'd.)****2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Taxes, Surcharges and Fees**

- 2.11.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro-rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Deposits and Advanced Payments****2.12.1 General**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

**2.12.2 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B.** The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D.** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Deposits and Advanced Payments, (Cont'd.)****2.12.3 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 (2) months' estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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ACCESS SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Cancellation by Customer****2.13.1 General**

- A.** Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B.** Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

**2.13.2 Cancellation of Contract Services**

- A.** If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
  - 1. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer; plus
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer; plus
  - 3. all recurring charges specified in the applicable service order for the balance of the then current term.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Cancellation by Customer, (Cont'd.)****2.13.3 Cancellation of Application for Service**

- A.** 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.
- 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, may apply. 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 charges described above will be calculated and applied on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Cancellation by Company**

**2.14.1** Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**2.14.2** The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A.** Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B.** The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C.** In the event of Customer or End User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D.** In the event of tampering with the equipment or services of the Company or its agents.
- E.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F.** If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities. Company may in the alternative refuse to furnish service until the applicant or Customer shall have remedied the condition.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Cancellation by Company, (Cont'd.)**

**2.14.3** Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B.** A Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D.** For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, to the extent that Customer, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same.
- E.** For use of telephone service for any property or purpose other than that described in the application.
- F.** For Customer's breach of any contract for service between the Company and the Customer.
- G.** For periods of inactivity in excess of sixty (60) days.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Provision of Company Equipment and Facilities**

- 2.16.1** 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.
- 2.16.2** 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 to the Customer.
- 2.16.3** Equipment that the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. If such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered by Company under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A.** the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B.** the reception of signals by Customer-provided equipment; or
  - C.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.17 Interconnection**

- 2.17.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3** The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.18 Customer-Provided Equipment**

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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, subject to prior Customer approval of the equipment expense.
- 2.18.4** 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 under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** 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 may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Inspection, Testing and Adjustments**

- 2.19.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours and is requested by the Customer.
- 2.19.3** The Company will use commercially reasonable efforts to 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 applies 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Allowances for Interruptions in Service****2.20.1 General**

- A.** The provision of this Section 2.20 apply generally to the Company's Dedicated Access services only, and specifically, to any Recurring Charges applicable to Dedicated Access services.
- B.** Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2. 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.
- C.** An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in Company's sole reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- D.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to the Customer Premises for test and repair by the Company, or continues to make voluntary use of the service, then 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 but not interrupted.
- E.** The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to, the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.2 Limitations of 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;
- 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 reasonable 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 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;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- G. that was not reported to the Company within thirty (30) days of the date that service was affected.
- H. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

**2.20.3 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Allowances for Interruptions in Service, (Cont'd.)****2.20.4 Application of Credits for Interruptions in Service**

- A.** Except as provided in Section 2.20.2.A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the Customer Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B.** The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro-rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C.** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:
- $$\text{Credit} = A/720 \times B$$
- A = outage time in hours (must be 8 or more)  
B = total monthly Recurring Charge for affected service.
- D.** No credits will be provided for usage-sensitive services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 Notices and Communications**

- 2.21.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2** The Company shall designate on the service order or contract an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3** Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4** Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5** 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 second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6** 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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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.22 Mixed Interstate and Intrastate Switched Access Services**

**2.22.1** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.2 will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply PIU times the quantity of chargeable elements times the intrastate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the intrastate rate.

**2.22.2** A similar calculation is then performed to determine the interstate portion of the bill.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Access Facilities**

**2.23.1** When mixed interstate and intrastate service is provided over a Dedicated Access facility, the jurisdiction will be determined as follows.

- A.** If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- B.** If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- C.** If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

- 3.1.1** Switched Access service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2** If a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3** In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Switched Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access services as described and priced herein.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.2 Manner of Provision**

- 3.2.1** Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per-trunk basis.
- 3.2.2** Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3** FG Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4** Two types of FG Access are available:
- A.** Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B.** Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Contracts, Arrangements and Construction pursuant to Section 4 of this tariff.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.3 Rate Categories**

There are two rate categories which apply to Switched Access Service:

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service

**3.3.1 End Office Switching**

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The Company's composite rate is not discountable based on the customer's use of only some of the identified switched access components. This element includes the following rate categories:

**A. Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

**B. Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.

**C. End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

**3.3.2 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.4 Access Ordering****3.4.1 General**

- A.** Customers may order Switched Access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B.** A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C.** The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for access service, the Customer shall provide the following minimum information:
  - 1. Customer name and Premises address(es);
  - 2. Billing name and address (when different from Customer name and address); and
  - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.4 Access Ordering****3.4.2 Access Service Date Intervals**

- A.** Access service is provided with standard or negotiated intervals
- B.** The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the access service can be made available with reasonable effort, the Company will provide the access service in accordance with the Customer's requested interval, subject to the following conditions:
1. For service provided under a standard interval: The standard interval for Switched Service will be sixty (60) business days from the application date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access services provided under the standard interval will be installed during Company business hours.
  2. For service provided under a negotiated interval: The Company will offer a Service Commencement Date based on the type and quantity of access services the Customer has requested. The negotiated interval may not exceed by more than six months the standard interval Service Commencement Date, or, when there is no standard interval, the Company offered Service Commencement Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
    - (a) The Customer requests a Service Commencement Date before or beyond the applicable standard interval Service Commencement Date; or
    - (b) There is no existing facility connecting the Customer Premises with the Company; or
    - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
    - (d) The Company determines that access service cannot be installed within the standard interval.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.4 Access Ordering, (Cont'd.)****3.4.2 Access Service Date Intervals, (Cont'd.)**

- C. All services for which rates are applied on an Individual Case Basis are provided with a negotiated interval.

**3.4.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work-force assigned to complete such an order within normal business hours.

**3.5 Special Construction or Special Service Arrangements**

- 3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a commercially reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.6 Obligations of the Company**

**3.6.1** With regard to access services provided by Company, specific Company responsibilities include, but are not limited to the following:

**A. Network Management**

The Company will administer its network to ensure provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network.

The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, to any traffic carried over its network, including that associated with a Customer's Switched Access service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**B. Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk-side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an Access Tandem Switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.7 Obligations of the Customer**

**3.7.1** The Customer has certain specific obligations pertaining to the use of Switched Access service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

**A. Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable:

**1. Jurisdictional Reports**

When a Customer orders Switched Access service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2.C. Charges will be apportioned in accordance with those reports.

**2. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each End Office or Access Tandem Switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 access service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company's option to ensure acceptable service levels.

**B. On- and Off-Hook Supervision**

The Customer's facilities shall provide the necessary on- and off-hook supervision for accurate timing of calls.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.8 Rate Regulations****3.8.1 General**

There are three type of rates and charges that apply to Switched Access service provided by the Company. The rates and charges are monthly recurring charges, usage charges, and nonrecurring charges.

**3.8.2 Types of Charges**

- A.** Nonrecurring Charges - are one-time charges that apply for a specific work activity (e.g., installation or changes to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B.** Recurring Charges - are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C.** Usage Charges - are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes**

- A.** When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B.** For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Customer's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C.** When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D.** For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.8 Rate Regulations, (Cont'd.)****3.8.3 Measurement of Access Minutes, (Cont'd.)**

- E.** Mileage, where applicable, will be measured in accordance with standard industry practices.
- F.** The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

ACCESS SERVICES TARIFF

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.8 Rate Regulations, (Cont'd.)****3.8.4 Moves**

**A.** A move of services involves a change in the physical location of one of the following:

1. The point of termination at the Customer Premises, or
2. The Customer Premises

**B.** The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1. Moves Within the Same Building

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

2. Moves to a Different Building

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

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.8 Rate Regulations, (Cont'd.)****3.8.5 Service Rearrangements**

- A.** Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises are treated as disconnects and starts.
- B.** The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C.** Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the access service to the same entity without a change in jurisdiction.

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## ACCESS SERVICES TARIFF

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.9 Rates and Charges****3.9.1 Common Line Access Service****A. Carrier Common Line**

Per Originating Minute	Note 1
Per Terminating Minute	Note 1

**3.9.2 Switched Transport Service****A. Tandem Switched Transport Usage Charges**

Tandem Switched Transport, per Minute	Note 1
Tandem Switched Transport, per Minute, per Mile	Note 1
Tandem Switching, per Minute	Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

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ACCESS SERVICES TARIFF

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

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

**3.9.3 End Office Switching**

**A. Local Switching – per Access Minute of Use**

**Originating:**

The intrastate rate for this element is the same as the interstate rate for this element as specified in the Clear Rate Communications, LLC Tariff F.C.C. No. 1, as it now exists, and as it may be revised, added to, or supplemented.

**Terminating:**

The intrastate rate for this element is the same as the interstate rate for this element as specified in the Clear Rate Communications, LLC Tariff F.C.C. No. 1, as it now exists, and as it may be revised, added to, or supplemented.

**B. Transport Interconnection Charge**

Per Minute Note 1

**C. Information Surcharge**

Per Minute Note 1

**3.9.4 Toll-Free 8XX Data Base Access Service**

**Per Query:**

The intrastate rate for this element is the same as the interstate rate for this element as specified in the Clear Rate Communications, LLC Tariff F.C.C. No. 1, as it now exists, and as it may be revised, added to, or supplemented.

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.



ACCESS SERVICES TARIFF

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION****4.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**4.2 Special Service Arrangements**

**4.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

**4.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**4.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**4.3 Non-Routine Installation Charges**

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 or night hours, additional charges may apply.

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ACCESS SERVICES TARIFF

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)****4.4 Special Construction Charges****4.4.1 General**

- A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  2. of a type other than that which the Company would normally utilize in the furnishing of its services;
  3. over a route other than that which the Company would normally utilize in the furnishing of its services;
  4. in a quantity greater than that which the Company would normally construct;
  5. on an expedited basis;
  6. on a temporary basis until permanent facilities are available;
  7. involving abnormal costs;
  8. in advance of its normal construction; or
  9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B.** Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C.** Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)****4.4 Special Construction Charges, (Cont'd.)****4.4.2 Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

- A.** cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
  - 1. installation of equipment and materials provided or used,
  - 2. engineering, labor and supervision during construction,
  - 3. transportation of materials, and
  - 4. rights of way required for transmission facilities;
- B.** cost of operation, maintenance, and administration of equipment and facilities;
- C.** depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D.** general administrative expenses, including taxes on the basis of average charges for these items;
- E.** license preparation, processing and related fees;
- F.** tariff preparation, processing and other related regulatory fees;
- G.** any other item of expense associated with the particular special service arrangement; and
- H.** an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

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**SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION, (CONT'D.)****4.4 Special Construction Charges, (Cont'd.)****4.4.3 Termination Liability**

- A.** To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B.** The termination liability period is the estimated service life of the facilities provided.
- C.** The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 4.4.2.
- D.** The applicable termination liability will be calculated based on the following:
  - 1. Multiplying the sum of the amounts determined as set forth in Section 4.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
  - 2. The amount determined in 4.4.3.D.1. preceding shall be adjusted to reflect the predetermined estimate of net salvage, if any, including any reuse of the facilities provided.
  - 3. The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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