

TITLE PAGE  
ACCESS SERVICES TARIFF  
OF  
**HARBOR COMMUNICATIONS, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Harbor Communications, LLC. This tariff is on file with the Alabama Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 618 Azalea Road, Mobile, Alabama 36609.

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Issued: January 31, 2005

Effective: March 4, 2005

Issued by: Jerry Cherne, Director of Regulatory & Client Relations  
618 Azalea Road  
Mobile, Alabama 36609

**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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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**EXPLANATION OF SYMBOLS**

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

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

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
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- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the access services of this Company are defined below.

**Access Service:** switched access to the network of an interexchange carrier for the purpose of originating or terminating telecommunications.

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

**Access Tandem:** An exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

**Carrier or Common Carrier:** See interexchange carrier or exchange carrier.

**Co-Carrier:** Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission:** Alabama Public Service Commission

**Common Channel Signaling (CCS):** A high-speed packet switched telecommunications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Company:** Harbor Communications, LLC.

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

**800 Data Base Access Service:** The term "800 Data Base Access Service" denotes a toll-free originating trunkside access service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this tariff to describe this service.

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**SECTION 1 - DEFINITIONS, (cont'd)**

**End User:** Any individual, association, corporation, governmental agency or any other entity other than an interexchange carrier which subscribes to intrastate service provided by an exchange carrier.

**Entrance Facility:** A trunk facility connecting the Customer's point of presence with the local switching center.

**Exchange Carrier:** Any individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged in the provision of local exchange telecommunications service.

**Feature Group D (FGD):** A trunk-side access to exchange carrier end-office switching systems and tandems. It provides the equal-access service that the former Bell operating companies must offer, as required by the Modification of Final Judgment. For an interexchange carrier, Feature Group D offers positive call connect and disconnect supervision for accurate call time billing, a uniform access code option (by dialing 1010XX...X), optional calling party identification, recording of access charge billing details, and pre-subscription to a customer-specified interexchange carrier.

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

**Harbor:** Harbor Communications, LLC.

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

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged in interstate or foreign telecommunications for hire by wire or radio, between two or more exchanges.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of telecommunications services.

**Line Information Data Base (LIDB):** The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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**SECTION 1 - DEFINITIONS, (cont'd)**

**Local Access:** The connection between a Customer's premises and a point of presence of the exchange carrier.

**Local Switching Center:** The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

**Meet Point:** A point of interconnection that is not an end office or tandem.

**Meet Point Billing:** The arrangement through which multiple exchange carriers involved in providing access services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange carrier involved in providing a portion of the access service agrees to bill under its respective tariff.

**Mobile Telephone Switching Office:** Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

**Monthly Recurring Charges (MCR):** A recurring charge repeated each month. MRC is billed one month in advance.

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's Telecommunications Access Services offered on the Company's network.

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

**Off-Hook:** The active condition of switched access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows Customers to exchange call control and signaling information over a telecommunications path which is separate from the message path.

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**SECTION 1 - DEFINITIONS, (cont'd)**

**Point of Presence (POP):** Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

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

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an interexchange carrier (IXC) or carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the end user's primary interexchange carrier (PIC).

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service. This often referred to as monthly recurring charges (MRC). Recurring charges are billed in advance.

**Service Order:** The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an access service request by the Customer in the manner specified in this tariff.

**Service(s):** The Company's telecommunications access services offered on the Company's network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched access Service:** Access to the switched network of an exchange carrier for the purpose of originating or terminating telecommunications. Switched access is available to carriers, as defined in this tariff.

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

**Wireless Provider:** Any carrier authorized to operate as a provider of commercial or private mobile radio services.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Harbor****2.1.1 Scope**

The Company's services offered pursuant to this tariff are furnished for switched access service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

2.1.2 Shortage of Equipment or Facilities, (cont'd)

- C. The provisioning and restoration of service in emergencies shall be in accordance with part 64, subpart D, appendix A of the Federal Telecommunications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

2.1.3 Terms and Conditions, (cont'd)

- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only accepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

2.1.4 Liability of the Company, (cont'd)

- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

2.1.4 Liability of the Company, (cont'd)

- C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customer's facilities or equipment used for the interconnection with access services; or (b) for the acts or omissions of other common carriers.
- 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.
- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.E as a condition precedent to such installations.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Harbor, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- F. The Company shall not be liable for any defacement of or damage to Customers premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees' of the Company.
- G. Notwithstanding the Customer's obligations as set forth in section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own telecommunications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another interexchange carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

2.1.4 Liability of the Company, (cont'd)

- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representation, express or implied, including warranties or merchants ability or fitness for a particular use, except those expressly set forth herein.
- K. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Harbor, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- L. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or telecommunications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
  
- M. 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 thirty (30) days after the date of the occurrence that gave rise to the claim.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Harbor, (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 Customer's 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 Provisions 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.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.1 Undertaking of Harbor, (cont'd)**

**2.1.6 Provisions of Equipment and Facilities, (cont'd)**

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company-provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Harbor, (cont'd)****2.1.6 Provisions of Equipment and Facilities, (cont'd)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided telecommunications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  2. the reception of signals by Customer-provided equipment;
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.
- I. The Customer is required to submit an order in writing using a Company-provided format for the provisioning of access services. Installation time will depend upon its type of service being requested. Installation interval begins once the Company verifies that the order contains the necessary information to complete the installation.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Harbor, (cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such case, 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 Special Construction**

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.2 Prohibited Uses**

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

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.3 Obligations of the Customer**

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide access services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.3 Obligations of the Customer, (cont'd)**

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

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

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Issued by: Jerry Cherne, Director of Regulatory & Client Relations  
618 Azalea Road  
Mobile, Alabama 36609

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.3 Obligations of the Customer, (cont'd)**

2.3.2 Claims

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

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

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Reporting**

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

- A. 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 a semi-annual basis.

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

- B. 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 a quarterly basis.

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

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.
- D. If the Company is able to determine actual jurisdiction, then calls will be rated based on this jurisdiction. This capability will be determined by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Reporting, (cont'd)**

- E. Effective on the first of January and July of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December and June, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company local switching center. The revised report will serve as the basis for the next six month's billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously unless determined differently by the Company. For those cases in which a semi-annual report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the access service request unless determined differently by the Company.
- F. Jurisdictional Reports Verification: For switched access service, if a billing dispute arises or a regulatory Commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within thirty (30) days of the Company request.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Reporting, (cont'd)**

- G. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. For these purposes, the Company will deliver this information within thirty (30) days of the request.

**2.4 Customer Equipment and Channels****2.4.1 General**

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

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the Commission under 47 C.F.R., part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forth with the use of a service temporarily if such action is reasonable under the circumstances.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.4 Customer Equipment and Channels, (cont'd)****2.4.2 Station Equipment, (cont'd)**

- A. (cont'd)  
In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in section 2.6 of this tariff is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing access services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications carriers, which are applicable to such connections.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.4 Customer Equipment and Channels, (cont'd)****2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its joint or authorized users.

Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of access services. All such taxes shall be separately designated on the Company's invoices. Tax of other charge exemption must be provided to the Company in advance of exemption being applied.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges**

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

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

Non-Recurring Charges are due and payable within twenty (20) days after invoice date.

The Company shall present invoices for all charges monthly to the Customer.

The Company may deal with Customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from the Customer reaches a level which, in the Company's sole discretion, is deemed large enough to justify initiating the billing and collection process; or The Company may invoice low usage Customer every other month unless a Customer invoiced in such a manner requests monthly billing.

Amounts not paid within twenty (20) days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds twenty (20) days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with section 2.5.3 and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer or Company may file a complaint with the Commission in accordance with the Commission's rules of procedures.

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.5 Payment Arrangements, (cont'd)**

**2.5.2 Billing and Collection of Charges, (cont'd)**

The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty (20) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding period.

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

If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that is 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 date due, multiplied by a late factor. The late factor shall be at a 1.5% compounded rate. Should an account be disconnected for non-payment, the balance due may be turned over to a collection agency, in which case the Customer is responsible for any and all collection fees including court and attorney fees.

The penalty for returned checks is \$20.00 per occurrence or any financial institution fees for processing whichever is higher.

**2.5.3 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 up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.4 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. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. three month's charges for a service or facility which has a minimum payment period of one month; or
  2. 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 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 it 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.
- D. Deposits held will accrue interest at a rate specified by the Company 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.

**2.5.5 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 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 ten (10) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.5 Refusal and Discontinuance of Service, (cont'd)**

- 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. Upon the Company's discontinuance of service to the Customer under section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
  - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
    - A. the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier telecommunications services or its planned use of service(s); or

**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.5 Payment Arrangements, (cont'd)**

**2.5.5 Refusal and Discontinuance of Service, (cont'd)**

F. (cont'd)

1. (cont'd)

B. the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier telecommunications services, or its planned use of the Company's service(s); or

C. the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with section 2.5.3.A above; or

D. the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier telecommunications services to which the Customer either subscribes or had subscribed or used; or

E. the Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

II. using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. any other fraudulent means or devices.

2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.5 Refusal and Discontinuance of Service, (cont'd)****F. (cont'd)**

3. upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with section 2.5.3.A, above; or
4. seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- 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.

**2.5.6 Billing Disputes****A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the 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.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)**

**2.5 Payment Arrangements, (cont'd)**

**2.5.6 Billing Disputes, (cont'd)**

**B. Late Payment Charges**

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.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending 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.

**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, 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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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.7 Cancellation of Application for Service**

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. The special charges described will be calculated and applied on a case-by-case basis.

**2.6 Allowances for Interruptions in Service**

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

The Company will calculate the credit allowance after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service outage conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, will be deducted from the charges payable by the Customer and will be expressly indicated on the next invoice. A service outage begins when the Customer reports the outage to the Company. A service outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages a. caused by the Customer; (a) due to failure of equipment provided by the Customer; (b) during any period in which the Company is not given access to the service premises; (c) failures of another Company's facilities or (d) due to mutually agreed upon maintenance and repair; and (e) caused by equipment or circumstances beyond the reasonable control of the Company.

Credit allowances received by the Company from another Company for off-net facility outages, which affects the Customer's switched services, will be passed through to the Customer in the form of a credit on the next invoice.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.6 Allowances for Interruptions in Service, (cont'd)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the acts and omissions or negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint-user, or other common carrier providing service connected to the service of Company;
- B. 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;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. 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;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

**2.6.1 Allowances**

Credits or allowances are only applicable when total loss of service occurs for over 24 hours. The foregoing restrictions apply. Allowances will be calculated as follows:

Under 24 hours - None

Over 24 hours – 1 day for each 24-hour period.

Partial days are rounded to the nearest half-day.

Allowance calculated on recurring charges only.

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**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.7 Transfers and Assignments**

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

**2.8 Notices and Communications**

2.8.1 The Customer shall designate on the service order, or equivalent, 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. The Customer will provide technical contacts for arranging or solving technical coordination issues or remedies. (T)

2.8.2 The Company shall designate on the service order, or equivalent, 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. (T)

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

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

**2.9 Meet Point Billing**

Meet point billing applies when more than one exchange telephone company is involved in the provision of access service. All recurring and nonrecurring charges for services provided by each exchange telephone company are billed under each Company's applicable rates as set forth below.

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

### 3.1 General

This section sets forth the regulations and order related charges for access service requests (ASR) for switched access service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

#### 3.1.1 Ordering Conditions

Unless otherwise specified herein, all services offered under this tariff shall be ordered using an ASR. The format and terms of the ASR will be as specified in the industry access service order guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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

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

#### 3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the access service. When added subsequently, charges for a design change as set forth in section 3.5 will apply when an engineering review is required.

Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that additional engineering is necessary to accommodate a Customer's request. Additional engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the design layout report as set forth herein.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.1 General, (cont'd)****3.1.2 Provision of Other Services (cont'd)**

The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as and estimate of charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the original estimated amount by more than fifteen (15) percent.

**3.2 Access Order**

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

**3.2.1 Access Service Date Intervals**

Access service is provided with one of the following service date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the service commencement date contingent on the ASR being complete as received. To the extent the 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:

**A. Standard Interval**

The Standard interval for switched service will be twenty (20) business days from the application date. This interval only applies to standard service offerings for a Customer, which is on-net, and at locations where there are pre-existing facilities to the Customer premises. Access services provided under the standard interval will be installed during Company business hours.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.1 Access Service Date Intervals, (cont'd)**

- B. Negotiated Interval: The Company will negotiate a service date interval with the Customer when:
1. the Customer requests a service date before the applicable standard interval service date; or
  2. there is no existing facility connecting the Customer premises with the Company; or
  3. the Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering is required to complete the order); or
  4. the Company determines that access 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 requested. The negotiated interval may not exceed by more than six months the standard interval service date, or, when there is no standard interval, the Company offered service date.

All services for which rates are applied on an individual case basis are provided with a negotiated interval.

**3.2.2 Non-routine Installation**

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.3 Special Construction**

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;
- F. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

**Customer Acceptance** – 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.

**Basis of Rates and Charges** – Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. nonrecurring charges;
- b. recurring monthly rates; and/or
- c. termination liabilities;
- d. usage rates.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.3 Special Construction (cont'd)**

**Cost of Computation** – Special construction costs may include one or more of the following items to the extent that they are applicable:

- a. the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  1. equipment and materials provided or used;
  2. engineering, labor and supervision;
  3. transportation;
  4. rights of way; shipping and delivery;
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

**3.2.4 Ownership of Facilities**

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.5 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.

**3.2.5.1 Service Commencement Date Changes**

ASR service dates for the installation of new services or rearrangement of existing services may be changed but the new service may not exceed the original service commencement date by more than thirty (30) calendar days. Service date change fees apply. Expedite fees apply if applicable.

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

The service date change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in section 3.5.

**3.2.5.2 Design Change Charge**

The Customer may request a design change to the service ordered. A design change charge is any change to an ASR, which requires engineering review.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.5 Access Service Request Modifications (cont'd)****3.2.5.2 Design Change Charge (cont'd)**

An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design changes include such changes as the addition or deletion of optional feature or functions, a change in the type of transport termination (switched access only) or type of channel interface. Any other changes are not considered design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The design change charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charges, as set forth in section 3.5 are in addition to any service date change charges that may apply.

**3.2.5.3 Expedited Order Charge**

When placing an access order for service(s) for which a standard interval exists, a Customer may request a service commencement date that is earlier than the standard interval service date, in which case an expedite charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the expedite order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an expedite charge will apply.

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.5 Access Service Request Modifications (cont'd)****3.2.5.4 Expedited Order Charge (cont'd)**

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a service date change charge will apply in addition to the expedite charge.

In the event that the Customer cancels an expedited request, the expedite charge will be added to any applicable cancellation charge specified herein.

In the event that the Customer requests a service date change after the Company has received the original expedite request, the expedite charge will still apply.

An expedite charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the access order is expedited, the regulations and charges for special construction as set forth in this tariff will apply.

The expedited order charge will apply on a per order, per occurrence basis, as specified in section 3.5.

**3.2.5.5 Cancellation of Access Service Request**

A Customer may cancel an ASR for the installation of access service at any time prior to notification by the Company that the service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a service date change charge will apply.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.5 Access Service Request Modifications (cont'd)****3.2.5.5 Cancellation of Access Service Request (cont'd)**

However, the new service date cannot exceed the originally established service date by more than thirty (30) calendar days. On the 31<sup>st</sup> day beyond the original service date, the ASR will be canceled and the appropriate cancellation charges will be applied. If the cancellation occurs prior to the Company's receiving the ASR, no charges will apply.

If the Company misses a service date for a standard or negotiated interval access order due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

**3.2.6 Minimum Period of Service**

The minimum period for which access service is provided and for which charges are applicable is twelve (12) months.

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

1. a change in the identity of the Customer of record; or
2. a move by the Customer to a different building; or
3. a change in type of service; or
4. a change in access service interface (i.e. DS0 or DS3); or
5. a change in access service traffic type.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.2 Access Order, (cont'd)****3.2.6 Minimum Period of Service (cont'd)**

- B. When access service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The minimum period charge for monthly billed services will be determined as follows:
1. for switched access service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service;
  2. all applicable non-recurring charges for the service will be billed in addition to the minimum period charge;
  3. fifty percent (50%) of recurring charges for each month remaining for the term of agreement.
- C. Term Discounts

All monthly recurring and non-recurring (installation) charges are based on a one-year (twelve month) term. Customers will receive a seven percent (7%) discount for a twenty-four (24) month term or a fifteen percent (15%) discount on these charges for a thirty-six (36) month term. Discounts do not apply to usage sensitive rates. Monthly rates are available at the DS1 level only and will incur a rate thirty-five percent (35%) above the listed rate.

**3.3 Ordering and Billing of Access When More Than One Company is Involved.**

Each exchange carrier will provide its portion of the access service within its operating territory to an interconnection point(s) with the other telephone company(s). Billing percentages will be determined by the exchange carriers involved in providing the access service and listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1. The exchange carrier will adhere to the standards for billing of access service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

For the service(s) ordered as set forth following, the Customer must also supply a copy of the order to the exchange carrier in whose operating territory a Customer designated premises is located and any other exchange carrier(s) involved in providing the service. Additionally, when service is provided through a centralized equal access provider, the Customer must supply a copy of the order to that provider.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.4 Rating and Billing of Service**

Each Company will provide its portion of the access service based on the regulations, rates and charges contained in its access service tariff, subject to the following rules, as appropriate:

- A. The charges billed by this Company for what is normally considered mileage sensitive rate elements will be billed at a flat rate.
- B. The application of non-distance sensitive rate elements may be billed at a flat rate or by rate elements according to the rate structure and the location of the facilities involved:
  - 1. when rates and charges are listed on a per point of termination basis,
  - 2. this Company's rates will be billed or the termination(s) within this Company's operating territory;
  - 3. when rates and charges are listed on a per unit basis, this Company's rates and charges will apply for units located in this Company's operating territory. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service;
  - 4. provided by this Company;
  - 5. when rates and charges are listed on a per service basis, this Company's rates and charges are allocated based upon the ratio of pints on the access circuit that this Company owns. In relation to the total number of points on the circuit;
  - 6. for switched interoffice channel facility termination rates, the Company's rates will apply for each end of the switched interoffice channel that this Company provides;
  - 7. where this Company is the end office Company, 100% of the Company's interconnection charge will apply;
  - 8. for nonrecurring charges, 100% of this Company's charge shall apply.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (cont'd)****3.5 Supplementary Charges**

Additional Engineering	\$ ICB
Service Commencement Date Change	\$50, per order and occurrence
Design Change Charge, DS0/DS1	\$150, per order and circuit
Design Change Charge, DS3 and higher	\$300, per order and circuit
Expedited Order Charge	\$250, per order and location
Access Service Request Cancellation Charge	\$150, per order
Access Service Order Charge	\$100, per order
Trunk Activation per 24 Trunks Activated or Fraction Thereof	\$200, per occurrence

For services involving facilities leased from other telecommunications providers, supplementary charges will be priced on an individual case basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs not to exceed \$150.00 per order.

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**SECTION 4 - SWITCHED ACCESS SERVICE****4.1 General**

Switched access service, which is available to Customers for their use in furnishing their services to end users, provides a two-point telecommunications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and transport facilities. Switched access service provides 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.

Switched access service is available when originating or terminating calls from or to an end user which subscribes to the Company's local exchange services.

Rates and charges are set forth in section 5. The application of rates for switched access service is described in section 5.

**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group D (FGD) Access**

FGD access, which is available to Customers, is provisioned on a DS1 level and provides trunk side access to Company local switching center switches, with an associated uniform 10xxx access code for the Customer's use in originating and terminating telecommunications. Basic FGD service will be provided with multi-frequency in band signaling (SS7 is also available as a common switching option for Feature Group D). In addition, conventional signaling for direct carrier trunk groups is available at the Customers option. End user's of the Customer's service may also originate calls to certain FGD access Customers without dialing the 10XXX access code if the end user is presubscribed, as described herein.

The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be assigned a number of all FGD access provided to the Customer by the Company. No access code is required for calls to a Customer over FGD access service if the end user's telephone exchange service is arranged for presubscription to that Customer, as set forth herein.

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**SECTION 4 - SWITCHED ACCESS SERVICE, (cont'd)****4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.1 Feature Group D (FGD) Access (cont'd)**

Where no access code is required, the number dialed by Customer's end user shall be a seven or ten digit number for calls in the North American Number Plan (NANP), except for 00-dialed calls which are routed by the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1+NXX-XXX, NPA+NXX-XXXX, 0 or 1+ NPA + NXX-XXXX and when the local switching center is equipped for International Direct Distance Dialing (IDDD), 01+CC+NN or 011+CC+NN.

When the 10XXX access code is used, FGD switching also provides for dialing digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or end-of-dialing digit (#) for cut through access to the Customer's premises.

In addition, end users may originate calls by dialing the 950-XXXX access code specific to a particular interexchange carrier, provided that the interexchange carrier has subscribed to the Company's Feature Group D with 950 access common switching optional feature. If the end user is presubscribed to that interexchange carrier, no access code is necessary.

**4.2.2 Manner of Provision**

Trunks used for access service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing access trunk groups.

**4.2.3 Bill Validation Service**

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to the LIDB provides Customers with potential toll fraud detection.

LIDB will contain a record for every working line number and billed number group served by the Company. The Company will update LIDB information daily.

**SECTION 4 - SWITCHED ACCESS SERVICE, (cont'd)****4.2 Provision and Description of Switched Access Service Arrangements, (cont'd)****4.2.3 Bill Validation Service (cont'd)**

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason. The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

**4.2.4 Originating 800 FG Access**

800 database access service is a service offering utilizing originating trunk side switched access service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

**4.2.5 Terminating FG Access**

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's local exchange services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), directory assistance, (411 or 555-1212. service codes 611 and 911 and 101XXXX access codes.

**4.3 Reports and Testing**

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's premises to the first point of switching. This information will be provided in the form of a basic design layout report. The design layout report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for switched access services:

There are three types of rates and charges that apply to switched access service:

- Non-Recurring Charges (NRC): One-time charges that apply for a specific work activity.
- Recurring Charges (MRC): Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

**5.2 Rate Elements**

Following are rate element descriptions that may be incorporated into usage sensitive switched access service. Not all rate elements will apply to every call. Switched access rates billed by the Company are billed at one flat rate encompassing these elements:

A. Carrier Common Line

The carrier common line rate category provides for the use of company common lines by Customers for access to end users to furnish Customer intrastate telecommunications. Carrier common line is provided where the Customer obtains Company-provided switched access service.

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**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)****5.2 Rate Elements (cont'd)****B. Local Transport**

The local 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), which may be a Remote Switching Module(s) or WATS Serving Office, where the Customer's traffic is switched to originate or terminate the Customer's telecommunications. Mileage measurement rules are set forth in section 5.3 following and in this section.

Local transport is a two-way voice frequency transmission path composed of facilities determined by the telephone company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the Customer designated premises) and in the terminating direction (from the Customer designated premises to the end office switch., but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (i.e., voice grade 2 or 4 wire, high capacity DS1 or DS3) to be used in the provision of the direct trunked transport or entrance facility.

The Customer must specify when ordering (a) whether the service is to be directly routed to an end office switch or through an access tandem switch, (b) the type of direct trunked transport and whether it will overflow to tandem switched transport when service is directly routed to an end office, (c) the type of entrance facility, (d) the directionality of the service, and (e) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

**C. Direct Trunk Transport**

The direct trunked transport rate elements recover a portion of the cost associated with a telecommunications path or circuits dedicated to the use of a single Customer between:

1. the serving wire center and an end office;
2. the serving wire center and a tandem;
3. the serving wire center and a hub;
4. a hub and an end office, the serving wire center and an ADM equipped wire center where add/drop multiplexing;

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**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)****5.2 Rate Elements (cont'd)****C. Direct Trunk Transport (cont'd)**

5. functions are performed;
6. an ADM equipped wire center and an end office.

Direct trunked transport rates consist of a direct trunked facility rate which is applied on a per mile basis and a direct trunked termination rate which is applied at each end of each measured segment of the direct trunked facility (i.e., at the end office, tandem, hub, ADM equipped wire center, and serving wire center). When the direct trunked Facility mileage is zero, the direct trunked facility rate will not apply.

- a. The **Direct Trunked Facility** rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.
- b. The **Direct Trunked Termination** rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the direct trunked facility.

**D. Tandem Switched Transport**

The tandem switched transport rate elements recover a portion of the costs associated with a telecommunications path between a tandem and an end office on circuits that are switched at a tandem switch.

Tandem switched transport rates consist of a tandem switching rate, a tandem switched facility rate, and a tandem switched termination rate.

1. The **Tandem Switching Rate** recovers a portion of the costs of switching traffic through an access tandem. The tandem switching is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1, Wire Center Information.

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**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)****5.2 Rate Elements (cont'd)****D. Tandem Switched Transport, (cont'd)**

2. The **Tandem Switched Facility rate** recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.
3. The **Tandem Switched Termination rate** recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Tandem Switched Facility. The Tandem Switched Termination rate is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of tandem switched facility (i.e., at the end office, feature group A dial tone office, host office and the access tandem). When the tandem switched facility mileage is zero, the tandem switched facility rate will not apply.

**E. Multiplexing**

Multiplexing provides an arrangement for converting a single, higher capacity or bandwidth circuit to several lower capacity or bandwidth circuits.

When a derived channel is itself multiplexed to derive additional channels with a lesser capacity, this is referred to as cascade multiplexing. When cascade multiplexing occurs, a charge for the additional multiplexing function applies. When cascade multiplexing is performed at different hubbing locations, direct trunked transport charges also apply between the hubs.

Multiplexing is only available at wire centers identified in National Exchange Carrier Association, Inc. Tariff No. 1, Wire Center Information.

The following multiplexing arrangements are offered for use with switched access service (a) DS3 to DS1 multiplexing charges specified in section 5.4.B.3 following apply when a high capacity DS3 entrance facility or high capacity DS3 direct trunked transport is connected with high capacity DS1 direct trunked transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing (b) DS1 to DS0

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**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)****5.2 Rate Elements (cont'd)****E. Multiplexing (cont'd)**

multiplexing apply when a high capacity DS1 entrance facility or high capacity DS1 direct trunked transport is connected with DS0 direct trunked transport. However, a DS1 to DS0 multiplexing charge does not apply when a high capacity DS1 entrance facility or high capacity DS1 direct trunked transport is terminated at an electronic end office and only switched access service is provided over the DS1 facility (i.e., DS0 dedicated access channels are not derived). The DS1 to DS0 multiplexer will convert a 1.544 Mbps channel to 24 DS0 channels.

**F. End Office**

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of switched access telecommunications to and from the end users served by the local end office. The end office rate category includes the local switching and information surcharge rate elements.

**1. Local Switching**

The local switching rate element 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 telephone company intercept operators or recordings, the STP costs, and the SS7 signaling function between the end office and the signaling transfer point. There are four types of functions included in the local switching rate element: common switching, transport termination, line termination and intercept.

**2. The end office usage charges may be incorporated into a flat rate origination or termination usage charge.**

**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)**

**5.2 Rate Elements (cont'd)**

G. 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.

H. Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

(N)

(N)

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**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)****5.3 Rate Regulations****5.3.1 Recording and Measuring Call Detail Records**

When access minutes are used to determine access charges, they will be accumulated using call detail recorded by the Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by end office for each Customer and then rounded to the nearest minute.

**5.3.2 Mileage Measurement**

Usage sensitive services are billed at one encompassing flat rate. This flat rate is regardless of local mileage. This only applies within the Company's local service area.

Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1 for Wire Center Information (V&H coordinates).

**Mileage Formula**

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

To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate.

**SECTION 5 - SWITCHED ACCESS RATES, (cont'd)**

**5.4 Rates and Charges**

- A. Switched Access Rates (T)
  - 1. Blended Carrier Switched Access
 

The Company provides usage sensitive originating and terminating switched access through a single blended rate based on aggregate traffic volumes. The rates below may include Facility Termination/Origination, Tandem Switching, Common Transport, Access Tandem, Facility Transport and End Office Termination as applicable.

BellSouth Service Area

- Blended Carrier Switched Access, per Originating Minute	\$0.0120	
- Blended Carrier Switched Access, per Terminating Minute	\$0.0120	(T)

GulfTel Service Area (N)

- Blended Carrier Switched Access, per Originating Minute	\$0.0312	
- Blended Carrier Switched Access, per Terminating Minute	\$0.0312	
  - 2. Toll-Free 8XX Data Base Query
 

BellSouth Service Area, Per Query	\$0.0044	
GulfTel Service Area, Per Query	\$0.0044	
  - 3. Switched Access Optional Features
 

All Optional Features are offered on an Individual Case Basis (ICB). (N)
- B. The Company will apply rates equal to the rate being charged by rural local exchange companies.
- C. The Company may enter into interconnect agreements with other local exchange companies in which case the agreement will supersede this tariff.

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**SECTION 6 – MISCELLANEOUS CHARGES****6.1 Rate Elements**6.1.1 Equal Access Subscription

## A. Description

Equal access subscription is a procedure whereby a Customer designates to the Company the carrier, which the Customer wishes to be their carrier of choice for IntraLATA and InterLATA toll calls without dialing an access code. The Customer may designate a carrier for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. The carrier is identified by a unique carrier identification code (CIC) shown on the Customer service record.

## B. Confirmation/Verification of Choice of Carrier

Carriers must request confirmation/verification of choice from their Customers. All letters of agency, recordings, or other evidence of confirmation/verification shall be maintained by the soliciting Carrier for at least two years from the date the Customer's service was switched. Failure to maintain such records shall constitute evidence that consent from the Customer was not obtained.

## 1. Verification of Orders

No Carrier shall submit to the Company a primary or preferred interexchange carrier (PIC) change unless that order has first been confirmed in accordance with one of the following procedures:

A. the carrier has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

- I. the Customer's billing name, address and telephone number to be covered by the PIC change order;
- II. the decision to change the PIC to the carrier; and
- III. the Customer's understanding of PIC change fee; or

**SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)**

**6.1 Rate Elements, (cont'd)**

6.1.1 Equal Access Subscription, (cont'd)

B. Confirmation/Verification of Choice of Carrier, (cont'd)

1. Verification of Orders, (cont'd)

B. the carrier has obtained the Customer's electronic authorization to submit the change order in accordance with current state and federal regulations; or

C. an appropriately qualified and independent third party has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (i.e., the Customer's date of birth or social security number) in accordance with current state and federal regulations.

An appropriately qualified and independent third party must operate in a location physically separate from the carrier and may not be owned, managed, controlled, or directed by the soliciting carrier, nor can it receive financial incentives to approve the carrier's change.

D. Such other verification procedures as may be specified by the Alabama Public Service Commission in rules or regulations which are consistent with the rules determined by the Federal Communications Commission pursuant to 47 United States Code Section 258. Should there be a conflict in subscription rules between this tariff and either Alabama Public Service Commission or FCC rules, the latter shall apply.

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**SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)****6.1 Rate Elements, (cont'd)****6.1.1 Equal Access Subscription, (cont'd)****C. Discrepancies**

When a discrepancy is determined regarding a Customer's or provider's authorized agent's designation of a preferred IntraLATA carrier, the following applies depending upon the situation described:

1. When two or more carrier orders are received for a Customer line, the order with the latest application date determines the Customer's choice. Carriers involved in the changes will be notified an agreed upon media.
2. When a Customer provider or authorized agent denies requesting a change in the IntraLATA carrier subscription, as submitted by the carrier, and the carrier is unable to produce proof of verification, the carrier will be assessed an unauthorized subscription change charge, as applicable, to correct the unauthorized change. The Customer provider will be credited for the amount of the disputed charge and this charge will be passed to the carrier.

**D. Equal Access Subscription Application**

1. New Customers provider (or their authorized agent) will be asked to select a preferred carrier for IntraLATA at the same time they place an order with the Company for local service. There will be no charge for this initial selection.

A subscription charge will apply for each IntraLATA PIC change submitted, except as provided in number 6.1.1.D.1 preceding. The applicable subscription charge for each InterLATA PIC change submitted is as set forth in the Harbor Communications Tariff FCC No. 1. If Customers change the InterLATA and IntraLATA PIC at the same time only one PIC change fee will be charged.

**SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)****6.1 Rate Elements, (cont'd)**6.1.1 Equal Access Subscription, (cont'd)

## C. Equal Access Subscription Application, (cont'd)

2. At the option of the carrier, the nonrecurring charge for a change in Subscription may be billed to the carrier instead of the Customer or location provider or authorized agent, when the change order is submitted to the Company. The carrier must arrange for this prior to submitting PIC changes.

## E. Nonrecurring charges for a change in IntraLATA Equal Access Subscription are as follows:

1. IntraLATA equal access subscription change when not performed simultaneously to the same carrier with InterLATA PIC change:

	<u>NRC</u>
A. billed to Customer or payphone location provider or authorized agent	\$5.00
B. billed to carrier	\$5.00

2. IntraLATA equal access subscription charge when performed simultaneously to the same carrier with InterLATA PIC change will result in only the InterLATA PIC change charge fee.

3. Nonrecurring charge for an unauthorized change in IntraLATA subscription is as follows:

	<u>NRC</u>
A. per business or residence line or trunk	\$25.00

Note: If an unauthorized change in the IntraLATA and InterLATA subscription occurs at the same time, on the same business, residence line or trunk, and the subscribed carrier is the same for IntraLATA and InterLATA subscription, the carrier will be assessed one unauthorized subscription charge for each offense.

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**SECTION 6 - MISCELLANEOUS CHARGES, (cont'd)**

**6.1 Rate Elements, (cont'd)**

6.1.2 Equal Access Subscription, (cont'd)

F. Application of Charges

Only multiline business or their carrier will incur PIC charges. Residence will not be charged PIC.

**SECTION 6 - MISCELLANEOUS CHARGES, (cont'd)**

**6.2 Provision of Access Service Billing Information**

6.2.1 Standard Billing

The Customer will receive monthly access bills in a standard format at no additional charge. Additional paper of the access bill may be requested and all copies will be sent to the Customer's billing address. Additional paper copies are available at \$0.15 per page. Copies on CD Rom are available at \$15.00 per CD Rom.

6.2.2 Detailed Billing

At the option of the Customer, and for an additional charge, billing detail may be provided. Rates determined on an individual case basis (ICB), but no case will be less than \$50.00.

## SECTION 7 – DEDICATED ACCESS

### 7.1 Dedicated Access Service

#### 7.1.1 General

Dedicated access service provides a transmission path to connect Customer designated premises directly, or through a Company's hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premises and a serving office. Dedicated access service includes all exchange access not utilizing the Company's end office switches.

#### 7.1.2 Channel Types

The company offers this service at DS1 and DS3 levels.

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.1 Dedicated Access Service (cont'd)****7.1.3 Service Configurations**

There are two types of service configurations over which dedicated access services are provided: two-point service and multipoint service.

**A. Two-Point Service**

A two-point service connects two Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are performed.

Applicable rate elements are:

1. circuit charge
2. channel mileage (as applicable)
3. optional features and functions (when applicable)

**B. Multipoint Service**

Multipoint service connects three or more Customer designated premises through one or more Company hubs.

The channel between hubs (i.e., bridging locations) on a multipoint service is a mid-link. There is no limitation on the number of mid-links available with a multipoint service. However, when more than three mid-links in tandem are provided the quality of the overall service may be degraded.

If the Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order.

Applicable rate elements are:

1. circuit charge for each link
2. bridging
3. additional optional features and functions (when applicable)

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.2 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for dedicated access.

**7.2.1 Rate Categories**

There are four basic rate categories, which apply to dedicated access service:

- Circuit charge
- Channel mileage
- Muxing (if applicable)
- Bridging

**A. Circuit Charge**

The circuit charge rate category recovers the costs associated with the Telecommunications path between the two points. Included, as part of the Channel Termination is a standard channel interface arrangement, which defines the technical characteristics, associated with the type of facilities to which the Access Service is to be connected at the Point of Termination (POT).

One circuit charge applies per Customer designated premises at which the channel is terminated. This charge will apply even if the Customer designated premises and the serving wire center are collocated in a Company building.

**B. Channel Mileage**

The channel mileage charge applies only if the circuit is beyond three miles. This charge covers the additional miles between the points of the circuit.

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.2 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for dedicated access.

**7.2.1 Rate Categories, (cont'd)****C. Muxing**

If applicable, covers the cost of converting a DS1 to 24 channels or a DS3 to 28 DS1's.

**D. Bridging**

If applicable, joins two or more point-to-point circuits into one continuous path. This charge applies to each link connected to the bridge.

**7.2.2 Types of Rates and Charges**

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

**A. Monthly Rates**

Monthly rates are recurring rates that apply each month or fraction thereof that a Dedicated Access Service is provided. For billing purposes, each month is considered to have thirty (30) days. All rates apply to On-Net services only.

**B. Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for dedicated access service are: installation of service, service date change, design date change, engineering and additional labor charges. All rates apply to On-Net services only.

**C. Off-Net Charges**

If services involve using another company to complete the circuit, all applicable On-Net charges apply as well as charges incurred by the other company. Charges incurred by another provider will be billed at cost plus thirty percent (30%).

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.2.3 Mileage Measurement**

The mileage to be used to determine the monthly rate for the Channel Mileage Facility is calculated on the airline distance between the locations involved.

Mileage charges are shown with each channel type. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1, then multiply the resulting number of miles times the channel mileage facility per mile rate, and add the channel mileage termination rate for each termination. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates.

**7.2.4 Optional Features and Functions****A. Multiplexing (MUX)****1. DS3 to DS1**

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

**2. DS1 to DS0**

An arrangement that converts 1.544 Mbps channel to 24 64.0 Kbps channels utilizing time division multiplexing.

**7.2.5 Nonrecurring Charges**

Nonrecurring charges (NRC) will apply to all dedicated access orders.

**7.2.6 Custom Services**

Dedicated transport services not described above or requests for non-standard configurations and specialized service options will be handled on an individual case basis.

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.2 Rate Regulations****7.2.7 Special Construction**

Special construction rates, terms and conditions apply pursuant to section 3.2.3 of the preceding.

**7.2.8 Time and Material Service**

This service provides for the labor and material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance or repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time and material charges for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of time and material charges based on the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

These charges will be billed as incurred according to the terms and contract of the individual Customer.

All dedicated access will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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**SECTION 7 – DEDICATED ACCESS, (cont'd)****7.3 Rates and Charges (On Net)**

		<u>Monthly</u>	<u>Non Recurring</u>
A.	Circuit Charge (includes first three (3) miles)		
	DS1	\$150.00	\$500.00
	DS3	\$1,200.00	\$1,200.00
B.	Channel Mileage (mileage charge for any circuit beyond three (3) miles)		
	DS1, per mile or fraction there of	\$10.00	-
	DS3, per mile of fraction there of	\$25.00	-
C.	Multiplexing		
	DS1 to DS0	\$150.00	\$200.00
	DS3 to DS1	\$500.00	\$500.00
D.	Bridging		
	DS1 (each)	\$35.00	\$150.00
	DS3 (each)	\$175.00	\$350.00
E.	Interoffice Charge (Mileage charge as specified in 7.3.B. apply if applicable.)		
	DS1 (each)	\$125.00	\$200.00
	DS3 (each)	\$1,100.00	\$700.00

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**SECTION 8 - SPECIAL ARRANGEMENTS**

**8.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

The Company reserves the right to rate and bill all usage sensitive rate elements at the same rate billed by other companies should rates exceed the rates published in this tariff.

**8.2 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

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**SECTION 9 – WIRELESS TERMINATION SERVICE**

**9.1 Wireless Termination Service**

This section applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

9.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).

9.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

9.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff or price list of the Company (either intrastate or interstate) will apply.

9.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs or price lists.

9.1.5 This section applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.

(N)

(N)

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**SECTION 9 – WIRELESS TERMINATION SERVICE**

**9.1 Wireless Termination Service (cont'd)**

(N)

9.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

(N)

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**SECTION 9 – WIRELESS TERMINATION SERVICE****9.1 Wireless Termination Service (cont'd)**

- 9.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this Price List. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this Price List. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this Price List.
- 9.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this Price List, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U .S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable charges under this Price List shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

(N)

(N)

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**SECTION 9 – WIRELESS TERMINATION SERVICE**

**9.1 Wireless Termination Service (cont'd)**

9.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

BellSouth Service Area  
\$0.0120

GulfTel Service Area  
\$0.0312

(N)

(N)