

**Choice One of New Hampshire Inc.**  
**d/b/a EarthLink Business**  
1170 Peachtree Street NE, Suite 900  
Atlanta, GA 30309  
Issued By: Vice President, Tax

New Hampshire Tariff No. 1  
Original Title Page

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SWITCHED ACCESS SERVICES

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NEW HAMPSHIRE

SWITCHED ACCESS SERVICE TARIFF

OF

CHOICE ONE OF NEW HAMPSHIRE, LLC  
D/B/A  
EARTHLINK BUSINESS

This tariff includes the rates and charges for the provision of Switched Access services by Choice One of New Hampshire, LLC d/b/a EarthLink Business of New Hampshire (the "Company" or "EarthLink") between locations within the state of New Hampshire.

This tariff is on file with the New Hampshire Public Utilities Commission. Copies may also be inspected during normal business hours at the Company's principal place of business at 1170 Peachtree Street NE, Suite 900, Atlanta, GA 30309.

Issued: April 5, 2017

Effective: April 5, 2017

SWITCHED ACCESS SERVICES

**CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	31	Original	*
Check	Original	*	32	Original	*
1	Original	*	33	Original	*
2	Original	*	34	Original	*
3	Original	*	35	Original	*
4	Original	*	36	Original	*
5	Original	*	37	Original	*
6	Original	*	38	Original	*
7	Original	*	39	Original	*
8	Original	*	40	Original	*
9	Original	*	41	Original	*
10	Original	*	42	Original	*
11	Original	*	43	Original	*
12	Original	*	44	Original	*
13	Original	*	45	Original	*
14	Original	*	46	Original	*
15	Original	*	47	Original	*
16	Original	*			
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24	Original	*			
25	Original	*			
26	Original	*			
27	Original	*			
28	Original	*			
29	Original	*			
30	Original	*			

\* - indicates those pages included with this filing

**Choice One of New Hampshire Inc.**  
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1170 Peachtree Street NE, Suite 900  
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Issued By: Vice President, Tax

New Hampshire Tariff No. 1  
Original Page 2

Issued: April 5, 2017

Effective: April 5, 2017

---

**SWITCHED ACCESS SERVICES**

---

**TABLE OF CONTENTS**

	Title
TITLE PAGE	
CHECK SHEET	1
TABLE OF CONTENTS	2
SYMBOLS	3
TARIFF FORMAT	4
SECTION I- DEFINITIONS	5
SECTION 2- RULES AND REGULATIONS	10
SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE	44
SECTION 4- SWITCHED ACCESS SERVICES AND RATES	45

**Choice One of New Hampshire Inc.**  
**d/b/a EarthLink Business**  
1170 Peachtree Street NE, Suite 900  
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Issued By: Vice President, Tax

New Hampshire Tariff No. 1  
Original Page 3

Issued: April 5, 2017

Effective: April 5, 2017

---

**SWITCHED ACCESS SERVICES**

---

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation.
- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from or to another Tariff location.
- N - New rate, regulation, condition, or page.
- R - Change resulting in a reduction to a customer's bill.
- T - Change in text

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
  
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers indicate the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page 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.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).(1).
  
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the pages contained in the tariff with the current revision number of each page. All revisions made in a given filing are designated by an asterisk (\*). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**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:** Refers to the Pennsylvania Public Utility Commission.

**Common Channel Signaling (CCS):** A high-speed packet switched communications 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:** Choice One of New Hampshire, Inc. d/b/a Earthlink Business, issuer of this tariff.

**Constructive Order:** Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

**SECTION 1 – DEFINITIONS (CONT'D.)**

**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. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

**8XX Data Base Access Service:** The term "8XX 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.

**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 telephone service.

**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.

**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 state or foreign communication 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 communications services.

Issued: April 5, 2017

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---

SWITCHED ACCESS SERVICES

---

**SECTION 1 – DEFINITIONS (CONT'D.)**

**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.

**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.

**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:** 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 communications path which is separate from the message path.

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---

SWITCHED ACCESS SERVICES

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**SECTION 1 – DEFINITIONS (CONT'D.)**

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

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

**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.

**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).

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New Hampshire Tariff No. 1  
Original Page 9

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

**SECTION 1 – DEFINITIONS (CONT'D.)**

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Toll VoIP-PSTN Traffic –** The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

**Trunk:** A communications 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 cellular, personal communications, paging or any other form of wireless transmission.

**VoIP Provider –** For the purposes of this tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol ("IP") format.

**VoIP Provider Partner –** any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.

**VoIP PSTN Traffic –** traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.

Issued: April 5, 2017

Effective: April 5, 2017

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SWITCHED ACCESS SERVICES

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**SECTION 2 – RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes pursuant to this tariff to furnish switched or dedicated access communications service. Access Service is available to customers as described herein. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications 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 agreements.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

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.

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---

SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

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

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed for a minimum period of one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate the Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of service and may make the Customer responsible for damage to equipment.

Issued: April 5, 2017

Effective: April 5, 2017

**SWITCHED ACCESS SERVICES**

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- D. The Customer agrees to return to the Company all of the Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
  
- E. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rate to be charged, the duration of the services, and the terms and conditions in this tariff. Customers are also required to execute other documents as may be reasonable requested by the carrier.

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---

SWITCHED ACCESS SERVICES

---

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- F. A Carrier that routes traffic to the Company's network for termination of exchange, intraLATA or interLATA traffic shall be deemed to have submitted, and the Company shall be deemed to have received, an Access Order at the time traffic is first routed to the Company, unless the Company and the carrier have previously provided for alternative treatment. Carrier and the Company will exchange all required information to measure traffic and invoice charges and credits.
  
- G. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rate unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Issued: April 5, 2017

Effective: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 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 of the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not incur any liability with regard to delayed installation of the Company facilities or commencement of service. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff the Company's liability, if any, shall be limited as provided herein.
- C. 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.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

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

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, and 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; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff
- I. The Company shall be indemnified and held harmless by the End User or other user of services hereunder against any claim, loss or damage arising from the End User's or such other user's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's or such other user's own communications; patent infringement claims arising from the End User's or such other 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 or such other user in connection with any service provided pursuant to this tariff
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

Issued: April 5, 2017

Effective: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with the Company's services.
- M. 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. The Customer and End User or other user of the Company's services shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, 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 the 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 the 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.
- O. The Company shall not be liable for any act or omission concerning the implementation of presubscription.
- P. With respect to Telecommunications Relay Service (TRS), any service provided by the Company that involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for deaf, or any other instrument over the facilities of the Company or any connecting Carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one-minute call to the called station at the time the affected calls were made.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

- 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.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued: April 5, 2017

Effective: April 5, 2017

---

SWITCHED ACCESS SERVICES

---

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

- 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 that 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.

2.1.7 Non-routine Installation

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

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

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;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of the Company's normal construction schedules.

Special construction charges for Access Service will be determined on an individual basis.

2.1.9 Ownership of Facilities

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

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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**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 for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions and, if the Reseller intends to provide intrastate services, is certified with the proper state authority.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
  - A. the payment of all applicable charges pursuant to this tariff,
  - B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises; unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
  - C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate the Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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SWITCHED ACCESS SERVICES

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**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.)

- 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 Section C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer Premises or the rights-of-way which Customer is responsible for obtaining under Section D above; and granting or obtaining permission for the Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing or, upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

Issued: April 5, 2017

Effective: April 5, 2017

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SWITCHED ACCESS SERVICES

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**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.

2.3.3 Jurisdictional Reporting

- A. The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) may 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 for the following quarter or until a revised report is received as set forth herein. Reported or default PIU factors are used where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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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.)

- B. Originating and Terminating Access: For Feature Group D Switched Access Service(s), the Customer may provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- 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 next quarter or until the Customer reports a different projected PIU factor, as set forth below. Any revised report will serve as the basis for future billing and will be effective the following calendar quarter.
- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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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. Jurisdictional Reports Verification: If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company's request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.
- F. Terminating Traffic from Exchange Carrier. Any exchange, intraLATA or interLATA traffic terminated to the Company's network by an Exchange Carrier that is subject to this tariff shall be treated as Feature Group D traffic.

2.3.4 Identification and Rating of VoIP-PSTN Access Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.4 Identification and Rating of VoIP-PSTN Access Traffic, (Cont'd.)

B. Rating of VoIP-PSTN Access Traffic

The VoIP-PSTN Access Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 1.

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.4 Identification and Rating of VoIP-PSTN Access Traffic, (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor, (Cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of VoIP-PSTN Access Traffic MOUs.

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-B is 100%. No matter what the PVU-A factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1., the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

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SWITCHED ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.4 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection (C)(5), above.

E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

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SWITCHED ACCESS SERVICES

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

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

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SWITCHED ACCESS SERVICES

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing 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 communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

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 the Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If compatibility requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. 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.

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements

2.5.1 Payment for Service

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

- A. 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. Any taxes, fees or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will be recovered only from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Nonrecurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
  
- B. A surcharge is imposed on all charges for service(s) provided at addresses in any governmental, municipal or special taxing jurisdiction which levies, or asserts a claim of right to levy, a gross receipts tax on the Company's operations or a tax on access charges incurred by the Company for originating access to telephone exchanges in that governmental, municipal or special taxing jurisdiction(s). This surcharge is based on the particular jurisdiction's receipts tax and other taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company and/or payment of access charges. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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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

- A. 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.

Nonrecurring Charges are due and payable within 20 days after the invoice date.

Amounts not paid by the due date will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance. 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 following 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 90 days of the date of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedures.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.3 Deposits

- A. Before the service or facility is furnished to a Customer whose credit has not been established under the Company policies, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - 1. an amount in excess of one-fourth of the estimated charge for the service for the ensuing twelve (12) months; or
  - 2. one half (1/2) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- B. A deposit may be required in addition to an advance payment.
- C. The Company shall pay interest on a deposit at a rate not to exceed six (6) percent. Interest on a deposit shall accrue at the rate prescribed by the Commission and, if requested, shall be credited annually to the customer by deducting an amount equal to such interest due from the amount of the customer's bill for service following the accrual date.
- D. The charges set forth in this tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- E. 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 the Customer's account.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.4 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, after giving 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 prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 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 2.5.4.A or 2.5.4.13 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.

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.4 Refusal and Discontinuance of Service (Cont'd.)

- F. The Company may discontinue the furnishing 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 subsection 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 communications services or its planned use of service(s); or
    - (b) the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Common Carrier communications 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 2.5.3 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 communications services to which the Customer either subscribes or had subscribed or used; or

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.4 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for service; or
- (f) The Customer uses, or attempts or use, service with the intent to avoid 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. delivering calls to or accepting calls from the Company's End Users or other users of the Company's services; or
- IV. continuing to have the Company End Users or other users of the Company's services presubscribed to the Customer; or
- V. any other Fraudulent means or devices; or

2. Upon failure to receive payment within five (5) days of the payment due date; or

3. Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5)-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.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.4 Refusal and Discontinuance of Service, (Cont'd.)

- 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.

2.5.5 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.

Issued: April 5, 2017

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SWITCHED ACCESS SERVICES

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

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

- A. A credit allowance will be made at the request of the customer when an interruption occurs of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

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SWITCHED ACCESS SERVICES

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

2.6 Allowances for Interruptions in Service (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of the 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.

2.6.3 Use of Alternative Service Provided During Interruption of Service

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

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SWITCHED ACCESS SERVICES

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

2.7 Cancellation of Service

If a Customer cancels services before the completion of the term for any reason whatsoever without notice and without the Company's concurrence or consent, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth herein: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfers and Assignments

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

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SWITCHED ACCESS SERVICES

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

2.9 Notices and Communications

- 2.9.1 Delivery of calls to or acceptance of calls from the Company's End User locations over the Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by the Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.9.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill
- 2.9.4 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.
- 2.9.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SWITCHED ACCESS SERVICES

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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

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

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

1. a change in the identity of the Customer of record; or
2. a move by the Customer to a different building.

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:

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.

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

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**SWITCHED ACCESS SERVICES**

**SECTION 4 – SWITCHED ACCESS SERVICES AND RATES**

4.1 Switched Access Services

4.1.1 Carrier Common Line

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	Originating, per access minute	\$0.0264940
	Terminating, per access minute	See Note*
800 Data Base Access	Originating, per access minute	\$0.026494
	Terminating, per access minute	See Note*

4.1.2 Tandem Switched Transport – Local Transport Termination

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	Originating, per access minute	\$0.000716
	Terminating, per access minute	See Note*
800 Data Base Access	Originating, per access minute	\$0.000716
	Terminating, per access minute	See Note*

4.1.3 Tandem Switched Transport – Local Transport Facility

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	Originating, per mile per access minute	\$0.000004
	Terminating, per mile per access minute	See Note*
800 Data Base Access	Originating, per mile, per access minute	\$0.000004
	Terminating, per mile, per access minute	See Note*

\* See the Company's Access Services Tariff, FCC Tariff No. 5, Section 3.8.

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**SWITCHED ACCESS SERVICES**

**SECTION 4 – SWITCHED ACCESS SERVICES AND RATES (CONT'D.)**

4.1 Switched Access Services (Cont'd.)

4.1.4 Tandem Switched Transport – Tandem Switching

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	- Originating, per access minute	\$0.000503
	- Terminating, per access minute	See Note*
800 Data Base Access	- Originating, per access minute	\$0.000503
	- Terminating, per access minute	See Note*

4.1.5 Interconnection Charge

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	- Originating, per access minute	\$0.000000
	- Terminating, per access minute	See Note*
800 Data Base Access	- Originating, per access minute	\$0.000000
	- Terminating, per access minute	See Note*

4.1.6 Local Switching

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Switched Access Services	- Originating, per access minute	\$0.001934
	- Terminating, per access minute	See Note*
800 Data Base Access	- Originating, per access minute	\$0.001934
	- Terminating, per access minute	See Note*

4.1.7 800 Data Base

<u>Service Category</u>	<u>Rate Element</u>	<u>Rate</u>
Carrier Identification Charges	- Per Query	\$0.003981
800 to POTS Number Translation	- Per Query	\$0.015800
Call Handling & Destination Feature	- Per Query	\$0.03466

\* See the Company's Access Services Tariff, FCC Tariff No. 5, Section 3.8.

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**SWITCHED ACCESS SERVICES**

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**SECTION 4 – SWITCHED ACCESS SERVICES AND RATES (CONT'D.)**

4.2	Miscellaneous Access Charges		
4.2.1	Access Service Order Charge		
	-Per Order		\$150.00
	-Cancellation Fee		\$250.00
4.2.2	Network Blocking Charge		
	Per Call Blocked:		\$0.0077
4.2.3	Port Charges		
		<u>Per Port/Month</u>	<u>Channel Termination</u>
	-Per DSO Port	\$ 80.29	\$161.00
	-Per DS1 Port	\$1,001.45	\$181.00
4.2.4	Power and Space Rentals		
	Per Month, Per Premise	\$89.52	
4.2.5	Port Back Charges		
	Non-Recurring Charge, per line	\$50.00	
4.3	Billing and Collection		
4.3.1	Automatic Number Identification		
	-ANI, Per Originating Attempt	\$0.02	
4.3.2	Billing Name and Address		
	Service Establishment Charge, nonrecurring:		\$150.00
	-Request, per telephone number		\$0.25

4.4 Special Access Service

Rates and charges for dedicated access service, other than those dedicated access services specified above, will be developed on an individual case basis.