

MBC TELECOM, LLC

WUTC Tariff No. 1
Access Service
Original Title Page

INTRASTATE ACCESS SERVICES

MBC TELECOM, LLC

REGULATIONS, DESCRIPTIONS AND RATES

APPLICABLE TO FURNISHING INTRASTATE ACCESS SERVICES

WITHIN THE STATE OF WASHINGTON

Issued: October 8, 2009

Effective: October 9, 2009

Issued by: Jed Stafford, President

INTRASTATE ACCESS SERVICES

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INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS

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

Advance Payment – Part or all of a payment required before the start of service.

Bit – The smallest unit of a payment required before the start of service.

Company – MBC Telecom, LLC, the issuer of this tariff.

Customer – The person, firm, corporation, government entity or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users.

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

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

End User – Any customer of an intrastate communications service that is not a common carrier; provided that a common carrier other than a telephony company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Fiber Optic Cable – A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis (ICB) – Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services not otherwise provided under this tariff. Rates and charges are developed based on the specific circumstances of the case.

IntraLATA Service – Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service – Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS (Cont'd)

Local Access – Local Access means the connection between a Customer premises and Company Point of Presence.

Mbps – Megabits per second.

Network – The Company's digital fiber optics-based network.

Network Services – The Company's telecommunications access services offered on the Company's Network.

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

PIU - Percentage Interstate Usage

Point-to-Point Service – Point-to-Point Service is an unswitched full-time transmission service utilizing the Company's facilities to connect to two or more Customer-designated locations.

Premises – Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

Recurring Charges – The monthly charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

Service Commencement Date – The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date. In any case, the Service Commencement Date is no later than the date that the Customer uses the Company's Service.

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INTRASTATE ACCESS SERVICES

SECTION 1 – DEFINITIONS (Cont'd)

Service Order – The written request for Network Services executed by the Customer and the Company in the format devised by the Company or the use of Company Services by the Customer. The signing of a Service Order by the Customer and acceptance by the Company or the use of Company Services by the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service calculated from the Service Commencement Date.

Service – The Company's telecommunications access service offered on the Company's network and provided to the Customer by the Company either pursuant to a written request for Network Services or through the Customer's use of the Company's services.

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

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INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within Washington.

2.1.1 Shortage of Equipment or Facilities

2.1.1.1 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.

2.1.1.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.1.3 The provisioning and restoration of services 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 systems for such activities.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

- 2.1.2.1 Except as otherwise provided herein, service is provided 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 30 days' notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.2.2 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 rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company. If the Customer uses the Services, but does not execute a written Service Order, the Customer is deemed to have ordered the Services and is obligated to pay for the services.
- 2.1.2.3 Service may be terminated at the end of the term by either party providing the other with written notice of termination at least thirty (30) days prior to the termination date. If the Customer does not cancel Service before the end of the Initial Term, Company will automatically renew Service for a similar term at rates set forth in this tariff. Any termination shall not relieve the Customer of its obligation to pay any charges incurred for Services used or ordered under this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service shall survive such termination.
- 2.1.2.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.2.5 Service may be terminated upon written notice to the Customer if:
- a. the Customer is using the service in violate of this tariff, or
 - b. the Customer is using the service in violation of the law.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.6 This tariff shall be interpreted and governed by the laws of the State of Washington without regard for its choice of law provisions.

2.1.2.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its 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 2.1.2.8 below.

2.1.2.8 The Customer agrees to return to the Company all Company-provided equipment delivered to the 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 the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Liability of the Company**

- 2.1.3.1** The liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of the Service or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the extent of allowance for interruption as set forth in this Section. 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.
- 2.1.3.2** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to, acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages or other labor difficulties.
- 2.1.3.3** The Company shall not be liable for (a) any act or omission of any entity furnishing service to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts of omissions of common carriers or warehousemen.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.4 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.

2.1.3.5 The Customer indemnifies and holds 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, presence, condition, location or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging the provisions of this section as a condition precedent to such installations.

2.1.3.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.3.7 Notwithstanding the Customer's obligations as set forth in this Section, 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.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.3.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.3.10 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.11 The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's or the Customer's End User own communications; patent infringement claims arising from the Customer's or the Customer's End Users 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 Customer or the Customer's End User in connection with any service provided pursuant to this tariff.

2.1.3.12 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 shall indemnify and hold the Company harmless from any and all loss, claims, demands, suites 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, location or use of service furnished by the Company at such locations.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.13 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 in to 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.

2.1.3.14 The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.

2.1.3.15 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, 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 call was made.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Notification of Service-Affecting Activities

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Provision of Equipment and Facilities

- 2.1.5.1 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.
- 2.1.5.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.5.3 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.
- 2.1.5.4 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 intended it.
- 2.1.5.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use or equipment or facilities provided by any party other than the Company, included, but not limited to, the Customer.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Provision of Equipment and Facilities (Cont'd)**

2.1.5.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality or, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.

2.1.5.7 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 servicing central office prefixes association with such numbers, when necessary in the conduct of its business.

2.1.6 Non-Routine Installation

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.7 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:

- (a) where facilities are not presently available and there is no other requirements 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) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available; involving abnormal costs; or in advance of its normal construction.

Special construction charges will be determined as described in Section 4 following.

2.1.8 Ownership of Facilities

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, license, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the company 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 PUC regulations, policies, orders and decisions.
- 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.

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SECTION 2 – REGULATIONS (Cont'd)

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of Company 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 premises of 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 and associated equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1(c); any costs associated with the obtaining and maintain the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by or may be charged by the Company to the Customer'

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for:

- (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 Company 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 Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

INTRASTATE ACCESS SERVICES

SECTION 2 – 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 and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting Requirements

2.3.3.1 For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from call detail, will determine the Percent Interstate Usage (PIU) as follows:

- (a) For originating access minutes, where the Company can determine jurisdiction by its call detail, the PIU will be developed on a monthly basis, by end office trunk group, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes.
- (b) For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic. 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.

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected PIU for each end office trunk group involved to be used in the event that originating call detail is insufficient to determine the jurisdiction of the usage. For purposes of developing the PIU, the Customer shall utilize the same considerations as those set forth in C., following.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting Requirements (Cont'd)

2.3.3.2 Where the call detail data is insufficient to develop jurisdiction, the Customer must provide the Company with a PIU using the following steps:

- (a) For purposes of developing the PIU, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (b) The Company will designate the number obtained by subtracting the PIU from 100 (100 - percentage interstate percentage) as the projected intrastate percentage of use.
- (c) A whole number percentage will be used by the Company to apportion the usage, monthly recurring, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

2.3.3.3 The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes \times projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3, following.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting Requirements (Cont'd)

2.3.3.4 Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate 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 and intrastate use. Except as set forth in B., preceding, where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in A., preceding.

2.3.3.5 The Customer reported projected interstate percentage of use as set forth in A., above will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in A., preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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SECTION 2 – REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Jurisdictional Reporting Requirements (Cont'd)

2.3.3.6. The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

2.3.3.7 The Customer may provide an additional percentage of interstate use for Common Transport and End Office/Local Switching subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

2.3.3.8 In the sole discretion of the Company, all or any portion of the jurisdictional reporting requirements set out above may be waived.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

Facilities and equipment to Company-owned facilities and equipment.

2.4.2.1 Customer-provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others, including Channel Service Units (CSU) shall be provided at the Customer's expense.

2.4.3.2 Access Services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

2.4.4. Inspection and Testing

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided equipment.

2.4.4.2 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 and the Customer will 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.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.1 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. The Company will charge for the gross receipts tax on the Company's invoice for Local Access Services. Any taxes imposed by local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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

¹ Pending the conclusion of any challenge to the jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

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

The Company shall be 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 business cycle.

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. In any case, the Service Commencement Date shall be no later than the first day that Customer begins using the Service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.5 If any portion of the payment is received by the Company after the date due, it will be considered past due and Customer will be assessed a 1.5% monthly late charge on all past due balances.

2.5.2.6 **Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Involved**

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: (1) the meet point option that will be used; (2) the Carrier(s) that will render the bill(s); (3) the Carrier(s) to whom payment should be remitted; and (4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Involved (Cont'd)

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services as follows:

- (1) The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center Through a switch operated by another Exchange Carrier.
- (2) In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.
- (4) Rating and Billing of Service: Each Company will provide its portion of access service based on the regulations, rates and charges contained in its respect Access Service Tariff, subject to the following rules, as appropriate.
 - (a) The application of non-distance sensitive rate elements varies according to the rate structure of the location of the facilities involved.
 - (i) when rates and charges are listed on a per-minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.7 Billing or Payment Disputes

Customers must dispute bills or rates charges within thirty (30) days of invoice. If a Customer does not give the Company written notice of a billing or rate dispute within thirty (30) days from the date that the Company rendered the invoice, such invoice and the charges levied shall be deemed to be reasonable, correct and binding. In the event that the Customer disputes any billing or rates, Customer shall do as set forth below, and shall nevertheless pay eighty percent (80%) of the disputed invoiced charges and all undisputed charges within the thirty (30) day period specified above. Payment shall not prejudice Customer's right to dispute charges, as long as they are disputed in the manner and within the thirty (30) days specified in this Section. The Customer may not proceed with additional action regarding the dispute until and unless the Customer first complies with this Section and in any event more than ninety (90) days after the Company renders the bill.

If the Customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

- (a) the nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that he bill is incorrect;
- (b) the type of usage (i.e., originating or terminating);

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.7 Billing or Payment Disputes (Cont'd)

- (c) the Company end office where the minutes of use originated or terminated (if applicable);
- (d) the number of minutes in dispute;
- (e) the billing account number(s) (BANs) assigned by the Company
- (f) the dollar amount in dispute;
- (g) the date of the bill(s) in question;
- (h) the circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (CFA) on a DS1; the Customer should also provide line number, trunk number, and Two Six Code (TSC);
- (i) Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believes is incorrect (e.g., non-recurring charges, mileage, circuit identification) any why the Customer believes it to be incorrect (not received, not ordered, incorrect rate, etc.). For order activity disputes, Customer's documents should include traffic reports, billing cycle, and whether or not the Customer shares the service, including both main and shared service BANs. The Customer must also provide the line number, trunk number and Two Six Code as well as end-office identification; and
- (j) any other information necessary to facilitate dispute resolution.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.7 Billing or Payment Disputes (Cont'd)

If the Company needs additional information from the Customer to assist in resolving the dispute, the Company may request that the Customer provide this information. This data may include, but is not limited to, summarized usage by time of day. The request for such additional information shall not affect the dispute date established by this section.

The date of resolution shall be the date on which the Company completes its investigation of the dispute and notifies the Customer of the disposition of the company.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

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 equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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 deposit.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

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

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 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.

2.5.4.4 Deposits held will accrue interest at the fixed rate specified by the Washington Utilities and Transportation Commission.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms of conditions for furnishing service the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all of 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.
- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any 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 (discounted to present value at six percent).

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for non-payment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectual termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulation of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

2.5.5.8 The Company may discontinue the furnishing of any and/or all service(s) to a Customer without incurring any liability

2.5.5.8.1 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, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.8 (Cont'd)

2.5.5.8.1 (Cont'd)

- (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 2.5.4.1; 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
- (e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariff charges for the service by:
 - (1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3) Any other fraudulent means.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.8 (Cont'd)

2.5.5.8.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.5.8.3 Immediately upon 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 2.5.4.1; or

2.5.5.8.4 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.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.6 Cancellation of Application for Service**

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified following.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.2 and 2.5.6.3 will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a 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 inoperative but the Customer declines to release it for testing and repair and is considered to be impaired but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or Less:

Length of Interruption	Period to be Credited
Less than 15 minutes	None
15 minutes up to but not Including 3 hours	1/10 day
3 hours up to but not Including 6 hours	1/5 day
6 hours up to but not Including 9 hours	2/5 day
9 hours up to but not Including 12 hours	3/5 day
12 hours up to but not Including 15 hours	4/5 day
15 hours up to but not Including 24 hours	One day

Two or more consecutive interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

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INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

2.6.2 Limitations on Allowances

No credit allowances 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 company 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 companies connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-company equipment;

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.2 Limitations on Allowances (Cont'd)**

- (d) interruptions or 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; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.6.2.1 Use of Alternative Service Provided by the Company.

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

2.6.3 Cancellation for Service Interruption

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination: all nonrecurring charges reasonably expended by Company to establish service, incurred and paid to third parties by Company on behalf of Customer, plus all recurring charges specified in the applicable tariff for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an access service request.

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 (c) pursuant to any financing, merger or reorganization of the Company.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.9 Notices and Communications

- 2.9.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.10 Privacy Rules

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.11 Applications of Rates and Charges**

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

2.11.1 Measuring Access Minutes

Customer traffic to End Offices will be measured (i.e., recorded or assumed) by the Company at End Office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost customer access minutes of use based on previously known values. Access minutes will be recorded to the nearest one second for any particular call. Access minutes or fractions thereof are accumulated over the billing period for each End Office and are then rounded up to the nearest access minute for each end office.

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

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

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.11 Applications of Rates and Charges (Cont'd)

2.11.2 Rates Based Upon Distances

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

- A. Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. (NECA) Tariff F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in any applicable Company tariffs on file with the FCC.
- B. The airline distance between any two wire centers is determined as follows:
1. Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
 2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
 3. Square each difference obtained in step (2) above.
 4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- C. The airline mileage is used to determine the Switched Access Service Common Mileage rates as set forth in Section 3.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.11 Applications of Rates and Charges (Cont'd)****2.11.3 Nonrecurring Charges**

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

A. Installation of Service

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

B. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in Section 2.7.3 A., preceding, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

1. Moves Within the Same Building

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

2. Moves to a Different Building

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

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order

2.12.1 Ordering Requirements

- A. A Switched Access Service Order is used by the Company to provide a customer Switched Access Service. When placing an order for Switched Access Service, the Customer shall provide, at a minimum, the following information:
 - 1. For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the End Office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Common Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the End Office when direct routing to the end office is desired and the Common Transport and Local Switching options desired. When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic. When ordering by trunk quantities rather than BHMC quantities to an end office, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each End Office to assist the Company in its own efforts to project further facility requirements.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.2 Access Service Order Intervals

Access Services are provided with one of the following Service Date Intervals:

Negotiated Interval

Advance Order Interval

A. Negotiated Interval

The Company will negotiate a service date interval with the Customer. The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

The initial establishment of service where the Customer is:

MAXIMUM INTERVAL

Not yet provided with any FGD service in the LATA	6 Months
Provided FGD service in the LATA	90 Days

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.2 Access Service Order Intervals (Cont'd)

B. Advance Order Interval

When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

A minimum of 24 voice grade equivalent Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Negotiated Interval Access Orders except for the following:

A nonrefundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as described below, only the portion of the Advance Payment for services actually installed will be credited.

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.2 Access Service Order Intervals (Cont'd)

B. Advance Order Interval (Cont'd)

Cancellation or Partial Cancellation of an Advance Order Interval Access Order:

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)**2.12 Access Service Order (Cont'd)****2.12.3 Access Order Modifications**

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

A. Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order, per occurrence basis, for each service date changed. The applicable charge is found in E., following.

B. Partial Cancellation Charge

Any decrease in the number of ordered Access Service lines, trunks or busy hour minutes of capacity ordered with a Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in F., following, will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.3 Access Order Modifications (Cont'd)

C. Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, or Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order 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 charge is found in E., following.

If a change of service date is required, the Service Date Change Charge will also apply.

D. Expedited Order Charge

When placing an Access Order for service(s), a customer may request a service date that is prior to the service date that has been negotiated by the Company and the Customer. A customer may also request an earlier service date on a pending Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time an Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the negotiated service period. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

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INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.3 Access Order Modifications (Cont'd)

F. Order Charges

	Nonrecurring Charge
Partial Cancellation Charge, per order, per occurrence	\$39.00
Design Change Charge, per order, per occurrence	\$181.00
Service Date Change Charge, per order, per occurrence	\$39.00

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INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.4 Cancellation of an Access Order

- A. A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. 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 10 days. If a Customer or an end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

The Access Order shall be canceled and charges set forth in B., following will apply, or billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

- B. When a customer cancels a Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:
1. When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
 2. If the Company misses a service date for a Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.5 Minimum Period

- A. The minimum period for which Switched Access Service is provided and for which charges are applicable, is three months.

- B. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. A new minimum period will be established. All associated nonrecurring charges will apply for the new service.
 - 1. A move to a different building.
 - 2. A change in type of service.
 - 3. A change in Switched Access Service Interface Group.
 - 4. Change in Switched Access Service traffic type.

INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Access Service Order (Cont'd)

2.12.6 Minimum Period Charge

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:

- A. All unpaid Nonrecurring Charges reasonably expended by Company to establish service to Customer, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. All Recurring Charges specified in the applicable Service Order for the balance of the then current minimum period;
- D. Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

In addition to the Minimum Period Charge, Termination Liabilities may apply, as set forth elsewhere, for those services ordered under Term Agreements.

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INTRASTATE ACCESS SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.13 Special Construction

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

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

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INTRASTATE ACCESS SERVICES

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

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end users premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

3.2 Provision and Description

Switched Access Service is provided in two service categories of standard and optional features called Feature Groups. The Company provides Feature Group D originating and terminating Switched Access. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls. Terminating Calling permits the delivery of calls from the customer's premises to telephone exchange service locations. Originating Calling permits the delivery of calls from telephone exchange service locations to the customer's premises. Two-way Calling permits the delivery of calls in both directions, but not simultaneously.

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.2 Provision and Description (Cont'd)

3.2.1 Feature Group D

FGD Access, which is available to all customers, provides trunk side access to Company End Office switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for pre-subscription to that customer.

3.2.2 8XX Toll-Free Access Service

8XX Toll-Free Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 8XX number.

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.2.3 Traffic Types

The major traffic types are originating, terminating and directory assistance. When ordering capacity for, FGD access, the customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type. Originating Traffic represents access capacity within a LATA for carrying traffic from the end user to the customer. Because some customers may want to further segregate their originating FGD traffic into separate trunk groups or because segregation may be required by technical limitations. When ordering the following originating traffic types of access capacity, the FGD customer must specify the specific traffic type being ordered.

1. Domestic. Domestic traffic type represents access capacity for carrying only domestic traffic other than 800, 900 and operator traffic.
2. 800
3. 900
4. Operator 800, 900 and operator traffic types represent access capacity for carrying respectively only 800, 900 or operator traffic.

Terminating Traffic represents access capacity within a LATA for carrying traffic from the customer to the end user.

Directory Assistance Traffic represents access capacity within a LATA for carrying directory assistance traffic from the customer to a directory assistance location. Directory assistance traffic type is used for ordering directory assistance access service.

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.3 Switched Access Rate Categories

There are four rate categories that apply to Switched Access Service:

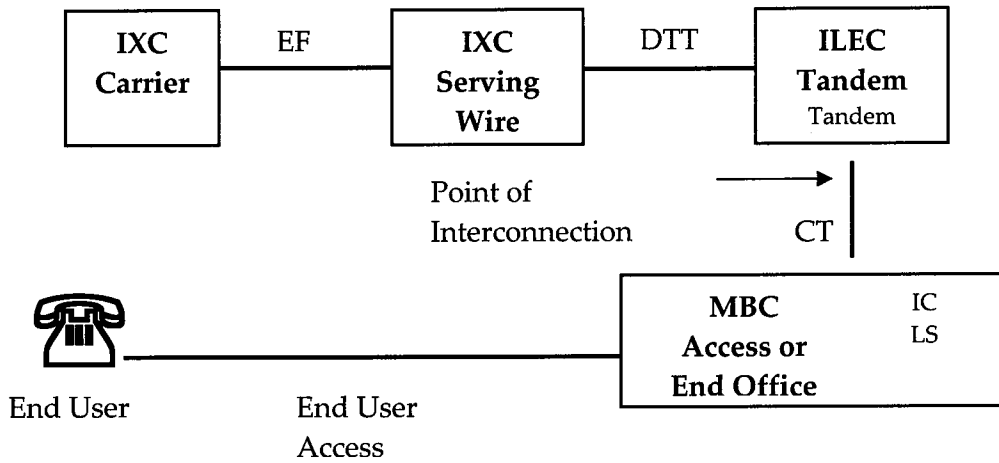
Carrier Common Line

Common Transport (includes Transport Facility, Transport Mileage, and Interconnection Charge)

End Office/Local Switching

8XX Toll-Free Access Service

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete access service.



ILEC bills:

- EF - Entrance Facility
- DTT - Direct Trunk Transport (if to ILEC tandem)
- Tandem Switching

MBC bills:

- CT - Common Transport
- IC - Interconnection Charge
- LS - End Office/Local Switching
- CCL - Carrier Common Line

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.3 Switched Access Rate Categories (Cont'd)

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 interstate communications.

1. Limitations

- a. A telephone number is not provided with Carrier Common line.
- b. Detail billing is not provided for Carrier Common Line.
- c. Directory listings are not included in the rates and charges for Carrier Common Line.
- d. Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- e. All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

2. Rate Regulations

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in 3.4, following.

- a. The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
- b. When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges herein will be billed only to intrastate.
- c. All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges.

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)**3.3 Switched Access Rate Categories (Cont'd)****B. Common Transport**

The Common Transport rate category provides for transmission facilities between the Company's End Office and Incumbent Local Exchange Carrier's tandem network.

1. **Transport Facility.** The Transport Facility element includes the non-distance sensitive portion of Switched Transport and is assessed on a per-access-minute-of-use basis.
2. **Transport Mileage.** The Transport Mileage element includes the distance sensitive portion of Switched Transport and is assessed on a per-access-minute-of-use-per-mile basis.
3. **Interconnection Charge.** The Interconnection Charge shall be assessed upon all Customers interconnecting with the Company's switched access network. Interconnection is applicable to all switched access originating and terminating minutes of use.
4. **Dedicated End Office Trunk Port.** Provides for the termination of Direct Trunked Transport Trunks at an end office. Dedicated Tandem Trunk Port provides for the termination of a voice frequency transmission path into the Serving Wire Center's side of an access tandem.

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.3 Switched Access Rate Categories (Cont'd)

B. Common Transport (Cont'd)

5. Direct-Trunked Transport. The Direct-Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the SWC to a tandem. This transmission path is dedicated to the use of a single Customer. The Direct-Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct-Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.
6. Common Switched Transport. Common Switched Transport is comprised of two rate elements. The two rate elements are as follows: (a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises, and (b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.3 Switched Access Rate Categories (Cont'd)

C. End Office/Local Switching

The End Office/Local Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's End Office.

The End Office/Local Switching rates are set forth in Section 3.4, following.

D. 8XX Toll-Free

The 8XX Toll-Free Access Service Customer Identification and Delivery Charge applies for the identification of the appropriate customer and the delivery of the dialed 8XX ten-digit number. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of any areas served by the Company. The Customer Identification and Delivery Charge as set forth in 3.4, following, applies.

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

INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.4 Switched Access Rates and Charges

3.4.1 Washington

A.	Service Implementation	
		NONRECURRING CHARGE
	Installation Charge, per location, per order	
	Per first trunk	\$240.00
	Per subsequent trunk	\$240.00
B.	Carrier Common Line	PER MINUTE OF USE
	Originating per minute charge	\$0.00
	Terminating per minute charge	\$0.00
C.	Local Switching	
	Originating per minute charge	\$0.014441
	Terminating per minute charge	\$0.001178
	End Office Shared Port per minute charge	\$0.000590
	End Office Dedicated Trunk Port, per trunk	\$4.85
D.	Local Transport	
		Monthly Rate
		Fixed Per Mile
	Direct Transport, Per DS1 Termination	
	Mileage Bands	
	0	\$0.00 \$0.00
	Over 0 – 8	\$73.86 \$2.04
	Over 8-25	\$74.22 \$2.86
	Over 25-50	\$74.81 \$2.65
	Over 50	\$77.43 \$2.86
	Nonrecurring, first facility	\$310.00
	Nonrecurring, additional Facility	\$250.00
	Dedicated Trunk Port, per DS-0 trunk	\$25.00

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SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.4 Switched Access Rates and Charges

3.4.1 Washington

F.	Tandem Switching		
	Originating per minute charge		\$0.003306
	Terminating per minute charge		\$0.003306
G.	Interconnection Charge		
	Originating per minute charge		\$0.002085
	Terminating per minute charge		\$0.002301
H.	Network Blocking Charge		
	Per call blocked	\$0.0077	
I.	Port Charges	Per Port/Month	Channel Termination
	Per DS0 Port, per month	\$50.00	\$150.00
	Per DS1 Port, per month	\$600.00	\$180.00
			PER MINUTE OF USE
	Per minute of use		\$0.000590
J.	800 Database Query Service		
	Per use/per query:	\$0.0035	

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INTRASTATE ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (Cont'd)

3.4 Switched Access Rates and Charges

3.4.1 Washington

K. Entrance Facility, Per DS-1 Termination

Monthly Recurring	\$125.00
Nonrecurring, First Facility	\$1,010.00
Nonrecurring, Additional Facility	\$950.00

L. Tandem Transmission

Mileage Charges	Rate Per Access Minute	
	Fixed	Per Mile
0	\$0.00	\$0.00
Over 0 to 8	\$0.000199	\$0.000020
Over 8 to 25	\$0.000255	\$0.000022
Over 25 to 50	\$0.000263	\$0.000023
Over 50	\$0.000265	\$0.000023

Dedicated Tandem Port, per DS-0 trunk \$25.00

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