

# COMCAST BUSINESS COMMUNICATIONS, LLC

## SWITCHED ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Rates and Charges  
Applying to Switched Access Services  
Within the Commonwealth of Pennsylvania

The Company's Tariff is in concurrence with all applicable laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

ISSUED: [April 15, 2009](#)

By:

David Lloyd, Director - Tariffs  
183 Inverness Drive West  
Englewood, Colorado 80112

EFFECTIVE: [April 16, 2009](#)

**SWITCHED ACCESS SERVICES**

This tariff filing revises certain switched access rate elements to mirror those of the ILECs in each of their territories where Comcast Business Communications, LLC currently offers service, in accordance with 66 Pa. C.S. § 3017(c).

The following pages are included in this filing:

1. Title Page
2. List of Changes, 4th Revised Sheet 1
3. Section 3, Switched Access Service, 2nd Revised Sheet 9
4. Section 3, Switched Access Service, 2nd Revised Sheet 10

---

**ISSUED:** [April 15, 2009](#)

By:

David Lloyd, Director - Tariffs  
183 Inverness Drive West  
Englewood, Colorado 80112

**EFFECTIVE:** [April 16, 2009](#)

---

**SWITCHED ACCESS SERVICES**

**TABLE OF CONTENTS**

**SHEET NO.**

**1. APPLICATION OF TARIFF**

1.1.	GENERAL .....	1
1.2.	TARIFF REVISION SYMBOLS.....	1
1.3.	DEFINITIONS .....	2

**SWITCHED ACCESS SERVICES****TABLE OF CONTENTS****SHEET NO.****2. GENERAL REGULATIONS**

2.1.	UNDERTAKING OF THE COMPANY .....	1
2.1.1.	Shortage Of Equipment Or Facilities.....	1
2.1.2.	Terms And Conditions.....	1
2.1.3.	Provision Of Equipment And Facilities.....	2
2.2.	LIABILITY OF THE COMPANY .....	4
2.2.1.	Service Liability.....	4
2.3.	NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES.....	6
2.4.	NON-ROUTINE INSTALLATION .....	7
2.5.	OWNERSHIP OF FACILITIES.....	8
2.6.	USE OF SERVICE .....	8
2.7.	OBLIGATIONS OF THE CUSTOMER .....	9
2.7.1.	Customer Responsibility.....	9
2.7.2.	Claims .....	11
2.7.3.	Jurisdictional Report Requirements.....	12
2.7.4.	Determination Of Interstate Charges For Mixed Interstate And Intrastate Service.....	13
2.8.	CUSTOMER EQUIPMENT AND CHANNELS .....	14
2.8.1.	Description.....	14
2.8.2.	Station Equipment.....	14
2.8.3.	Interconnection Of Facilities .....	15
2.8.4.	Inspection and Testing .....	15
2.9.	PAYMENT ARRANGEMENTS .....	16
2.9.1.	Payment For Service.....	16
2.9.2.	Billing And Collection Of Charges .....	16
2.9.3.	Disputed Bill Procedures .....	18

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102EFFECTIVE: [September 1, 2005](#)

**SWITCHED ACCESS SERVICES**

**TABLE OF CONTENTS**

**SHEET NO.**

**2. GENERAL REGULATIONS (CONT'D)**

2.10.	ADVANCE PAYMENTS AND DEPOSITS .....	18	
2.10.1.	Advance Payments .....	18	
2.10.2.	Deposits .....	19	
2.11.	DISCONTINUANCE AND CANCELLATION OF SERVICE .....	20	
2.11.1.	Discontinuance Of Service .....	20	
2.11.2.	Cancellation Of Application For Service.....	21	
2.12.	CHANGES IN SERVICE REQUESTED .....	22	
2.13.	ALLOWANCES FOR INTERRUPTIONS IN SERVICE .....	22	
2.13.1.	Credit For Interruptions .....	22	
2.13.2.	Limitations On Allowances .....	24	
2.13.3.	Cancellation Of Service .....	25	
2.14.	TRANSFERS AND ASSIGNMENTS .....	25	
2.15.	NOTICES AND COMMUNICATIONS.....	26	
2.16.	ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED.....	27	
2.17.	CALCULATION OF AIRLINE MILEAGE .....	30	
2.18.	INDIVIDUAL CASE BASIS ARRANGEMENTS .....	31	
2.19.	SPECIAL CONSTRUCTION .....	31	
2.19.1.	Description.....	31	
2.19.2.	Basis For Rates And Charges .....	32	
2.19.3.	Termination Liability .....	33	
2.20.	<i>RESERVED FOR FUTURE USE</i> .....	34	(C)
*			(C)

**SWITCHED ACCESS SERVICES****TABLE OF CONTENTS****SHEET NO.****3. SWITCHED ACCESS SERVICE**

3.1.	DESCRIPTION .....	1
3.1.1.	Feature Group D Access .....	1
3.1.2.	800/Toll Free Data Base Access .....	1
3.2.	RULES AND REGULATIONS .....	2
3.2.1.	Obligations Of The Company .....	2
3.2.2.	Switched Access Service Order .....	4
3.2.3.	Minimum Periods.....	4
3.3.	STANDARD RATE CATEGORIES .....	5
3.3.1.	Carrier Common Line .....	5
3.3.2.	End Office Local Switching.....	5
3.3.3.	Local Transport.....	6
3.4.	OTHER RATE CATEGORIES.....	8
3.4.1.	8XX Toll-Free Access Service .....	8
3.5.	RATES AND CHARGES.....	9
3.5.1.	Service Implementation .....	9
3.5.2.	Carrier Common Line .....	9
3.5.3.	End Office Local Switching.....	9
3.5.4.	Local Transport.....	9
3.5.5.	8XX Toll-Free Access Service .....	10
3.6.	MISCELLANEOUS SERVICES .....	11
3.6.1.	Presubscription.....	11
3.7.	TOLL PRESUBSCRIPTION .....	12
3.7.1.	Description.....	12
3.7.2.	Presubscription Charge Application .....	13
3.7.3.	End User Change Discrepancy .....	14
3.7.4.	PIC Switchback Option-Business/Residence .....	15
3.7.5.	Rates and Charges.....	16

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**TABLE OF CONTENTS**

**SHEET NO.**

**4. LOCAL ACCESS SERVICE**

4.1.	DESCRIPTION .....	1
4.2.	OBLIGATIONS OF THE LOCAL EXCHANGE COMPANY (LEC) .....	1
4.3.	RESPONSIBILITIES OF THE PARTIES .....	2
4.3.1.	Exchange Of Information .....	2
4.3.2.	Provision Of Facilities .....	2
4.3.3.	Service Quality .....	2
4.3.4.	National Network Security Plan And Emergency Preparedness Plan .....	3
4.3.5.	Auxiliary Services.....	3
4.4.	ORDERING.....	3
4.5.	RATE CATEGORIES AND APPLICATION OF RATES .....	4
4.5.1.	Local Terminating Usage.....	4
4.5.2.	Entrance Facility .....	4
4.5.3.	Other Charges .....	4
4.6.	RATES AND CHARGES.....	4
4.6.1.	Entrance Facilities.....	4
4.6.2.	Local Terminating Usage.....	4

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

**1.1. GENERAL**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate access and interconnection services by Comcast Business Communications, hereinafter referred to as "Company".

**1.2. TARIFF REVISION SYMBOLS**

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

(C) - To signify changed regulation

(D) - To signify decreased rate

(I) - To signify increased rate

---

**SWITCHED ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

**1.3. DEFINITIONS**

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

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

Access Minutes: Denotes the usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for the originating or terminating traffic between switching center's and Customer's premises.

Advance Payment: Payment of all or part of a charge required before the start of service.

Answer Supervision: The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination

Collocator: The term "Collocator" denotes a Customer who subscribes to the Company's Collocation service and who brings fiber optic and/or microwave facilities to the Company's designated locations for collocation

Commission: Pennsylvania Public Utility Commission

Company: Comcast Business Communications, the issuer of this Tariff.

---

**SWITCHED ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

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

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

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

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation authorized by this Commission to engage in the provision of Local exchange telephone service.

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.

Holidays: One of the following federally recognized holidays:

New Years Day	January 1
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Last Thursday of November
Christmas Day	December 25

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

Interexchange Carrier (IC): Any individual, partnership, association, corporation or other entity engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

---

**SWITCHED ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

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

Interstate Communications: The term "Interstate Communications" applies to the regulatory jurisdictions of services used for communications between locations located in different states within the United States or between one or more locations in the United States and one or more international locations.

Intrastate Communications: The term "Intrastate Communications" denotes any communications within the state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Joint User: A person, firm or corporation designated by the Customer as a user of switched access or interconnection facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Local Access Transport Area (LATA): A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-9192 for the provision and administration of communications services.

Line Information Data Base (LIDB): A database which contains billing information such as calling card number and billed number restriction data that is used in connection with the billing and validation of calls.

Local Calling Area: A geographical area, as defined in the Company's exchange telecommunications service tariff in which an end user may complete a call without incurring toll usage charge.

Mbps: Megabits, or millions of Bits, per second.

Meet Point Billing: The arrangement which requires multiple Exchange Telephone Companies, involved in providing applicable access services, to divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Telephone Company involved bills under its respective tariff

---

**SWITCHED ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

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

MRC - Monthly Recurring Charge: A fixed charge that applies each month during which service is provided to the Customer.

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

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

NRC - Nonrecurring Charge: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access Service or a telephone exchange line.

On-Hook: The idle condition of Switched Access Service or a telephone exchange line.

On-Net: Customer locations served directly by the Company's network facilities.

Off-Net: One or more Customer locations not served directly by the Company's network facilities.

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

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

---

**SWITCHED ACCESS SERVICES****1. APPLICATION OF TARIFF****1.3. DEFINITIONS (CONT'D)**

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) it wishes to access, without and Access Code, for completing interLATA calls. The selected IXC is referred as the End User's Primary Interexchange Carrier (PIC).

Recurring Charges: The monthly charges for 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 or 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.

Service Order (or "Sales Order"): The written request for services executed by the Customer and the Company in the format devised by the Company.

Services: The Company's telecommunications switched access and interconnection services offered by the Company.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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

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

Signaling Transfer Point Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Trunk: A communications path connection two switching systems in a network.

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.1. SHORTAGE OF EQUIPMENT OR FACILITIES**

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.

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.

**2.1.2. TERMS AND CONDITIONS**

- A. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Order(s) which shall contain or reference a specific description of the service ordered, the rates to be charged, and the duration of the services. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis, unless specified otherwise in the Service Order or other agreement duly executed between Company and Customer, at the then current rates, unless terminated by either party upon thirty (30) days written notice, or upon such other notice as might be agreed between the Company and Customer in writing. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- D. 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.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

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

- E. Service may be terminated upon written notice to the Customer if:
1. The Customer is using the service in violation of this tariff; or
  2. The Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision

**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, without the prior consent of the Customer, which shall not be unreasonably withheld.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  2. The reception of signals by Customer-provided equipment.
- G. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- H. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY**

**2.2.1. SERVICE LIABILITY**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.13. 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.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Access and Interconnection Services; or (b) for the acts or omissions of common carriers or warehousemen
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.2.1. SERVICE LIABILITY (CONT'D)**

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.2.1.E as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid 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.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.3. 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.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.4. NON-ROUTINE INSTALLATION**

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

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.5. OWNERSHIP OF FACILITIES**

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

**2.6. USE OF SERVICE**

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, licenses, consents and permits.

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

Service may be used for the transmission of communications by the Customer.

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier or except as otherwise permitted by law.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.7. OBLIGATIONS OF THE CUSTOMER**

**2.7.1. CUSTOMER RESPONSIBILITY**

The Customer shall be responsible for the following:

- A. The payment of all applicable charges;
- 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 gross 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 cable and associated equipment used to provide Access and Interconnection Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.7.1. CUSTOMER RESPONSIBILITY (CONT'D)**

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining 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 the Customer is responsible under Section 2.7.1.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.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.7.2. CLAIMS**

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

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

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.7.3. JURISDICTIONAL REPORT REQUIREMENTS**

When the Customer orders service, the projected interstate percentage of use must be provided in whole numbers to the Company. The percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate.

- A. For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other access services provided by the Company to the Customer.
- B. For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide, in writing, a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.7.3. JURISDICTIONAL REPORT REQUIREMENTS (CONT'D)**

- C. The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually. The Customer shall supply the data within thirty (30) calendar days of the Company's request.
- D. Periodically, the Company may undertake the review of each account to determine the jurisdiction of traffic. If the traffic is determined to be different than reported by the Customer, the Customer will be notified of the pending jurisdiction change and the change will be made during the next billing cycle.

**2.7.4. DETERMINATION OF INTERSTATE CHARGES FOR MIXED INTERSTATE AND INTRASTATE SERVICE**

- A. When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage), including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.7.3 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:
  - 1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
  - 2. For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.8. CUSTOMER EQUIPMENT AND CHANNELS**

**2.8.1. DESCRIPTION**

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

**2.8.2. STATION EQUIPMENT**

- A. 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.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.8.3. INTERCONNECTION OF FACILITIES**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access and Interconnection Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access and Interconnection 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.

**2.8.4. INSPECTION AND TESTING**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.9. PAYMENT ARRANGEMENTS**

**2.9.1. PAYMENT FOR SERVICE**

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

A. 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 and Interconnection Services.

**2.9.2. 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.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, and Recurring Charges shall be due and payable within thirty (30) days after the invoice is mailed.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

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

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date (or "In Service 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. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor of 1.5%.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.9.3. DISPUTED BILL PROCEDURES**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Comcast Business Communications  
MCA3 Group  
183 Inverness Drive West, 1st Floor  
Englewood, CO 80112  
888-824-4141

If after investigation and review by the Company a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission  
400 North Street  
Commonwealth Keystone Building, 2nd Floor  
Harrisburg, Pennsylvania 17120  
1-800-782-1110

**2.10. ADVANCE PAYMENTS AND DEPOSITS**

**2.10.1. ADVANCE PAYMENTS**

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

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.10. ADVANCE PAYMENTS AND DEPOSITS (CONT'D)**

**2.10.2. DEPOSITS**

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. Two (2) month's charges for a service or facility which has a minimum payment period of one (1) month; or
  2. The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate of five (5) percent annually, without deductions for any taxes on such deposits.

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.11. DISCONTINUANCE AND CANCELLATION OF SERVICE**

**2.11.1. DISCONTINUANCE OF SERVICE**

- A. Upon nonpayment of any amount owing to the Company, the Company may, by giving ten (10) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.11. DISCONTINUANCE AND CANCELLATION OF SERVICE (CONT'D)**

**2.11.2. CANCELLATION OF APPLICATION FOR SERVICE**

- A. Applications for service are non-cancelable 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 construction, installations or preparation for installation, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer has service begun (all discounted to present value at six (6) percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in B., above, will be calculated and applied on a case-by case basis.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.12. CHANGES IN SERVICE REQUESTED**

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

**2.13. 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 2.13.1 for the part of the service that the interruption affects.

**2.13.1. CREDIT FOR INTERRUPTIONS**

- A. 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 operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. Credit allowances for usage services apply only to the applicable monthly rates.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES****2. GENERAL REGULATIONS****2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)****2.13.1. CREDIT FOR INTERRUPTIONS (CONT'D)**

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

<u>Interruptions of 24 Hours or Less</u>	
<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
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 interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

**2.13.2. LIMITATIONS ON ALLOWANCES**

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common 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;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

**2.13.3. CANCELLATION OF SERVICE**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever or as defined elsewhere in this tariff, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.9.2: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

**2.14. TRANSFERS AND ASSIGNMENTS**

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

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.15. NOTICES AND COMMUNICATIONS**

The Customer shall designate on the Service Order a U.S. address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate U.S. address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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.

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.

---

**SWITCHED ACCESS SERVICES****2. GENERAL REGULATIONS****2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED**

Meet Point arrangements apply when a Customer orders switched access service to a tandem operated by another Exchange Telephone Company which subtends an office operated by the Company. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in their respective tariffs, modified as set forth below.

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

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

When FGD is ordered by a Customer to a tandem operated by another Exchange Telephone Company which is subtended by an end office operated by the Company, the Customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to the Company.

- A. Each Exchange Telephone Company that accepts the order will provide the portion of Local Transport in its territory to an interconnection point (IP) with another Exchange Telephone Company, and will bill the service in accordance with its tariff(s). The rates for Local Transport are determined as follows:
  1. Determine the appropriate Local Transport mileage by computing the airline mileage between the two rate centers of the end points of the facility. The total mileage for the service is computed using the V&H Coordinate Method described in Section 2.17 of this Tariff.
  2. A billing factor called the Border Interconnection Percentage (BIP) determined in accordance with NECA No. 4.
  3. The Company's rates and charges are then multiplied by the applicable number of minutes and the billing factor to obtain the charge(s) assessed

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)**

- B. Each Exchange Telephone Company that accepts the order will provide the portion of Local Transport in its territory to an interconnection point (IP) with another Exchange Telephone Company, and will bill the service in accordance with its tariff(s). The rates for Local Transport are determined as follows:
1. Determine the appropriate Local Transport mileage by computing the airline mileage between the two rate centers of the end points of the facility. The total mileage for the service is computed using the V&H Coordinate Method described in Section 2.17 of this tariff.
  2. A billing factor called the Border Interconnection Percentage (BIP) determined in accordance with NECA No. 4.
  3. The Company's rates and charges are then multiplied by the applicable number of minutes and the billing factor to obtain the charge(s) assessed by the Company.

---

ISSUED: July 1, 2005

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: September 1, 2005

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)**

- C. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
1. When rates and charges are listed on a per point of termination basis, the Company's rates will be billed for the terminations within the Company's operating territory.
  2. When rates and charges are listed on a per unit basis, e.g., multiplexing, the Company's rates and charges will apply for units located in the Company's nodes.
  3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by the Company.
  4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
  5. When rates and charges are listed on a per line or trunk installed basis, the Company's rates will be billed based on the number of lines or trunks specified by the Customer on its order for access service placed with the Company.
- D. The interconnection points will be determined by the Exchange Telephone Companies involved in providing the service. The billing percentage will be as listed in the National Exchange Carrier Association Tariff FCC No. 4.
- E. Affected Customers will be given thirty (30) days' notice of changes made to meet point billing arrangements.
- F. Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 3, will not be applied to the meet point Billing arrangements.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES****2. GENERAL REGULATIONS****2.17. CALCULATION OF AIRLINE MILEAGE**

The distance between any two points is calculated by using the "V" and "H" coordinates as defined in NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the rate centers.

Step 2 Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{|v_1 v_2|^2 + |h_1 h_2|^2}{10}}$$

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.18. INDIVIDUAL CASE BASIS ARRANGEMENTS**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, changes will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

**2.19. SPECIAL CONSTRUCTION**

**2.19.1. DESCRIPTION**

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

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.19. SPECIAL CONSTRUCTION (CONT'D)**

**2.19.2. BASIS FOR RATES AND CHARGES**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combination thereof.

A. Basis for Cost Computation

The cost may include one or more of the following items to the extent that they are applicable:

1. Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
  - a. Equipment and materials provided or used;
  - b. Engineering, labor and supervision;
  - c. Transportation; and
  - d. Rights-of-way.
2. Cost of maintenance;
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. License preparation, processing and related fees;
6. Tariff preparation, processing and related fees;
7. Any other identifiable costs related to the facilities provided; or
8. An amount for return and contingencies

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.19. SPECIAL CONSTRUCTION (CONT'D)**

**2.19.3. TERMINATION LIABILITY**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided, including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate. Cost installed includes the cost of:
    - a. Equipment and materials provided or used;
    - b. Engineering, labor and supervision;
    - c. Transportation; and
    - d. Rights-of-way.
  - 2. License preparation, processing and related fees;
  - 3. Tariff preparation, processing and related fees;
  - 4. Cost of removal and restoration, where appropriate; and
  - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

2.20. *Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

*Reserved for Future Use*

(C)

\*

\*

\*

(C)

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.1. DESCRIPTION**

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 (or collocated interconnection location) 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 (or collocated interconnection location) and to terminate calls from a Customer's premises (or collocated interconnection location) to an End User's premises in the LATA where it is provided.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when origination and terminating calls.

**3.1.1. FEATURE GROUP D ACCESS**

Feature Group D (FGD) Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated 10XXX access code for the Customer's use in originating and terminating communications.

**3.1.2. 800/TOLL FREE DATA BASE ACCESS**

800/Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by and end user to telephone numbers beginning with a toll free prefix, e.g., 800, 888.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.2. RULES AND REGULATIONS**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.2.1. OBLIGATIONS OF THE COMPANY**

A. Network Management

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

B. Design and Traffic Routing Of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.2. RULES AND REGULATIONS (CONT'D)**

**3.2.1. OBLIGATIONS OF THE COMPANY (CONT'D)**

C. Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance Customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

D. Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual base basis.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.2. RULES AND REGULATIONS (CONT'D)**

**3.2.2. SWITCHED ACCESS SERVICE ORDER**

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

- A. 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 traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and End Office 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 Local Transport and end office local switching options desired.
- B. For 800/Toll Free Database Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.
- C. When a Customer orders collocation in an end office with Company provided Switched Access Service (s), the Customer must specify the collocated fiber optic facilities or microwave interconnection location involved. The Customer must also specify the particular location involved, which must be the same location in which the Switched Access Services originate or terminate.

**3.2.3. MINIMUM PERIODS**

The minimum service period for Local Transport entrance facilities and direct trunked transport are as follows:

DS1: 2 months  
DS3: 3 months

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. Customers may at any time change their service payment option to a Terms Payment Plan without assessment of a minimum service charge.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.3. STANDARD RATE CATEGORIES**

The following rate categories apply to all forms of Switched Access Service, unless otherwise specified in this tariff.

- Carrier Common Line
- End Office Local Switching
- Local Transport

**3.3.1. CARRIER COMMON LINE**

Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish intrastate communications.

No telephone number or detailed billing is provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

All trunk-side connections provided in the same combined access group will be limited to the same features and operating characteristics.

**3.3.2. END OFFICE LOCAL SWITCHING**

End Office Local Switching provides for the use of the local end office switching and End User termination functions necessary to complete the transmission of calls to and from End Users served by the Company.

A. Local Switching

The Local Switching rate element provides local dial switching for Feature Group D service.

B. Common Trunk Port

The end office Common Trunk Port rate provides for the termination of tandem transport trunks in shared end office ports. The end office Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES****3. SWITCHED ACCESS SERVICE****3.3. STANDARD RATE CATEGORIES (CONT'D)****3.3.3. LOCAL TRANSPORT**

The Local Transport rate category provides the transmission facilities between the Customer premises or collocated interconnection location and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch upon request. At the Customer option, Entrance Facility, Direct Trunked Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunked Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility non-recurring charges apply.

A. Entrance Facility *(This service is not currently being offered)* (C)

An Entrance Facility provides the communications path between a Customer's premises and the Company serving wire center (SWC) of the premises for the sole use of the Customer. The Entrance facility is provided as a DS1 and/or DS3 service. An Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings

B. Direct Trunked Transport *(This service is not currently being offered)* (C)

Direct Trunked Transport provides the transmission path from the Customer's serving wire center to an end office or as an option from the serving wire center to a tandem office. The 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 dependent on the facility provided e.g. DS1 or DS3. 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 and 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 coordinate coordinates method as described elsewhere in this tariff.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.3. STANDARD RATE CATEGORIES (CONT'D)**

**3.3.3. LOCAL TRANSPORT (CONT'D)**

C. Common Switched Transport

The Common Switched Transport rate category provides for a portion of the circuit termination equipment at the end points and for a portion of the circuit transmission equipment and facilities between end points.

If the Customer purchases Direct Trunked Transport to the access tandem, the Common Switched Transport rate also applies.

D. Competitive Pricing Arrangements

Competitive pricing arrangements for Entrance Facilities and Direct Trunked Transport can be furnished to meet the requirements of specific Customer on a case-by-case basis under individual contracts. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

E. Interface Groups

Interface Groups are provided for terminating Local Transport at the Customer's premises. The Interface Group provides a specified premises interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.4. OTHER RATE CATEGORIES**

**3.4.1. 8XX TOLL-FREE ACCESS SERVICE**

8XX Toll-Free Access Service is a service offering 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 database to perform the customer identification and delivery functions. The call is forwarded to the appropriate customer based on the dialed 8XX number.

**A. Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification and delivery of the appropriate customer. 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 all LATAs and NPAs within the state. The 8XX Carrier Identification Charge is set forth in Section 3.5.5.

\*

\*

\*

(C)

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.5. RATES AND CHARGES**

	NON- RECURRING	ADD'L NON- RECURRING [1]	
<b>3.5.1. SERVICE IMPLEMENTATION</b>			
DS1 Interface	\$0.00	\$0.00	
<b>3.5.2. CARRIER COMMON LINE</b>		<b>MONTHLY RATE</b>	
Per Minute of Use			(C)
Verizon Territory		\$0.000000	
Embarq Territory		0.000000	(C)
<b>3.5.3. END OFFICE LOCAL SWITCHING</b>		<b>MONTHLY RATE PER MOU</b>	
A. Local Switching			
Originating			(C)
Verizon Territory		\$0.006212	
Embarq Territory		0.003892	(D)
Terminating			(D)
Verizon Territory		0.006212	
Embarq Territory		0.003892	(D)
B. Common Trunk Port			
Verizon Territory		0.001598	
Embarq Territory		0.000490	(D)(C)
<b>3.5.4. LOCAL TRANSPORT</b>			
A. Entrance Facility			
<i>Reserved for Future Use</i>			

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.5. RATES AND CHARGES (CONT'D)**

**3.5.4. LOCAL TRANSPORT (CONT'D)**

B. Direct Trunked Transport

*Reserved for Future Use*

C. Common Switched Transport

Common Transport  
 Verizon Territory  
 Embarq Territory

**PER ACCESS  
 MINUTE**

\$0.000645  
 0.001549

(C)  
 (I) |  
 (I) (C)

**3.5.5. 8XX TOLL-FREE ACCESS SERVICE**

**RATE PER QUERY**

A. Customer Identification Charge  
 Verizon Territory  
 Embarq Territory

\$0.003089  
 0.010288

(C)  
 (I) |  
 (I) (C)

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.6. MISCELLANEOUS SERVICES**

**3.6.1. PRESUBSCRIPTION**

Presubscription is an arrangement whereby an End User may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. For the purposes of this tariff, an "IC" includes any entity authorized by the Pennsylvania Public Utility Commission to provide or to resell intrastate, intercity communications services. This IC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switch Access Service either to the Company's end office location or to an authorized local exchange carrier's tandem that sub-tends the Company's end office. After the End User's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth below applies.

A. Rates

	<b>NONRECURRING CHARGE</b>
Per Company Telephone Exchange Access Line or Trunk:	\$5.00

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. TOLL PRESUBSCRIPTION**

**3.7.1. DESCRIPTION**

- A. Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- B. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 3.7.2.A.1 following.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. TOLL PRESUBSCRIPTION (CONT'D)**

**3.7.2. PRESUBSCRIPTION CHARGE APPLICATION**

A. End user choices for toll presubscription:

1. Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
2. Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

B. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

C. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. TOLL PRESUBSCRIPTION (CONT'D)**

**3.7.2. PRESUBSCRIPTION CHARGE APPLICATION (CONT'D)**

- D. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided in 3.7.5 following. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

If an unauthorized change in intraLATA and interLATA presubscription occurs at the same time, on the same Business/Residence line, and the presubscribed IXC is the same carrier for intraLATA and interLATA, presubscription change charges as provided herein and the Telephone Company's corresponding F.C.C. Access Tariff apply. In addition, the IXC will be assessed the applicable charges for returning the end user to the preferred IXC as herein and in the Telephone Company's corresponding F.C.C. Tariff.

**3.7.3. END USER CHARGE DISCREPANCY**

- A. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
1. A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
  2. When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
  3. If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. TOLL PRESUBSCRIPTION (CONT'D)**

**3.7.3. END USER CHARGE DISCREPANCY (CONT'D)**

B. Verification of Orders for Telemarketing

Neither the IXC nor the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

**3.7.4. PIC SWITCHBACK OPTION-BUSINESS/RESIDENCE**

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

---

**SWITCHED ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. TOLL PRESUBSCRIPTION (CONT'D)**

**3.7.5. RATES AND CHARGES**

	<u><b>RATE PER LINE</b></u>
A. Change in IntraLATA Toll Presubscription	\$ 5.00
B. For Unauthorized Business or Residence Service Change in IntraLATA Toll Presubscription	21.50
C. For Business/Residence PIC Switchback Change in IntraLATA Toll Prescription	5.00
D. Equal Access Recovery Charge	0.00

---

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES****4. LOCAL ACCESS SERVICE****4.1. DESCRIPTION**

Local Exchange Access Service provides trunk-side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate and terminate to the Company's End Users in the Commonwealth of Pennsylvania. Local Exchange Access Service must be provided to a Point of Interface (POI) which will be jointly established by the Company and the Customer at a location within the Commonwealth of Pennsylvania and in the same LATA as the Company end office at which the local exchange call will terminate. Local Access Service provides a transmission path between the POI and the Company's End User.

**4.2. OBLIGATIONS OF THE LOCAL EXCHANGE COMPANY (LEC)**

The Local Exchange Company may be required by the Company to submit to an annual audit of the authorized local exchange company's billings for Local Access Service. The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

The authorized local exchange company will be required to provide, upon request by the Company, a forecast of total usage for each trunk group or facility ordered from the Company for each POI used in a Local Access Service arrangement.

The LEC is responsible for obtaining transport facilities to handle one-way or two-way traffic, as agreed upon by the LEC and the Company, between its network and the Company's network and for allowing the Company to use such facilities to terminate traffic addressed to the LEC's network. To the extent that transport facilities provided by the LEC are used to terminate traffic from the Company's network to the LEC network appropriate elements of the switched access rates attributable to such transport will be included in the compensation paid by the Company to the LEC. The Company may at any time elect to provide separate transport facilities to carry traffic originating on the Company's network for termination on the LEC's network.

---

**ISSUED:** [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102**EFFECTIVE:** [September 1, 2005](#)

---

**SWITCHED ACCESS SERVICES**

**4. LOCAL ACCESS SERVICE**

**4.3. RESPONSIBILITIES OF THE PARTIES**

**4.3.1. EXCHANGE OF INFORMATION**

The parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to establish the interconnections necessary to assure traffic completion to and from all Customers in their respective designated service areas. The LEC, for purposes of ubiquitous connectivity, network diversity, and alternate routing, must connect to at least one Company designated interconnection point and may be connected to additional end offices, tandems, or other interconnection points via standard interoffice trunking connections.

**4.3.2. PROVISION OF FACILITIES**

Each party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and billing traffic from the other parties network and for delivering such traffic to the other parties network in the standard format compatible with the Company public switched network as stated in Section 4.2 of this section and to terminate the traffic it receives in that standard format to the proper address on its network.

**4.3.3. SERVICE QUALITY**

Each party is only responsible for the quality of services and facilities it provides. However, where requested, and to the extent technically feasible, the parties will cooperate to determine the performance of their respective networks and will implement joint network management controls to further overall service integrity.

---

**SWITCHED ACCESS SERVICES**

**4. LOCAL ACCESS SERVICE**

**4.3. RESPONSIBILITIES OF THE PARTIES (CONT'D)**

**4.3.4. NATIONAL NETWORK SECURITY PLAN AND EMERGENCY PREPAREDNESS PLAN**

The Company and the LEC are each solely responsible for participation in and compliance with national network plans, such as The National Network Security Plan, and The Emergency Preparedness Plan.

**4.3.5. AUXILIARY SERVICES**

The Company and the LEC are not responsible for providing services to each other's end users; however, the parties may enter into agreements to provide exchange support functions to each other (e.g. 911, operator services, directory assistance, Telecommunications Relay Service, etc.)

**4.4. ORDERING**

For Local Access Service, the Customer shall specify the number of trunks or facilities and the location when direct routing to the location is desired. When ordering trunks or facilities to an end office, the Customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem operated by another Exchange Telephone Company to assist the Company in the effort to project further facility requirements.

**SWITCHED ACCESS SERVICES**

**4. LOCAL ACCESS SERVICE**

**4.5. RATE CATEGORIES AND APPLICATION OF RATES**

For billing purposes, Local Access Service calls originating from an authorized local exchange company and terminating on the Company's network (for completion to a Company End User) will be rated at the Company's end office.

**4.5.1. LOCAL TERMINATING USAGE**

The Terminating Usage Charge will be applied per minute of use for the completion of calls from an authorized local exchange company End User to a Company End User.

**4.5.2. ENTRANCE FACILITY**

Entrance Facility provides the communications path between an authorized local exchange company's POI and the Company's end office for the sole use of the authorized local exchange company. The Entrance Facility rates are billed on a monthly basis and nonrecurring charges apply to the establishment of the service. The Customer may use a single Entrance Facility in conjunction with Local Access Service and other Switched Access services. The Company shall require the Customer to file a Percentage of Local Usage (PLU), and if applicable Percentage of Interstate Usage (PIU) report upon ordering Entrance Facilities from the Company. This report must be revised on a quarterly basis.

**4.5.3. OTHER CHARGES**

Service Implementation Charge and other standard charges apply as specified elsewhere in this tariff.

**4.6. RATES AND CHARGES**

**4.6.1. ENTRANCE FACILITIES**

See Section 3.5.4.A of this Tariff.

**4.6.2. LOCAL TERMINATING USAGE**

	<b>RATE</b>
Per Minute of Use:	\$0.000

ISSUED: [July 1, 2005](#)

By:

John Sullivan, Vice President  
1500 Market Street  
Philadelphia, PA 19102

EFFECTIVE: [September 1, 2005](#)