

# COMCAST BUSINESS COMMUNICATIONS, LLC

## ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Rates and Charges  
Applying to 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**This Tariff cancels and supersedes Comcast Business Communications, LLC  
PA P.U.C. Switched Access Services Tariff No. 6.**

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ISSUED: [December 28, 2011](#)

By:

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**ACCESS SERVICES**

This filing adopts the Company's interstate rates for intrastate switched access service, modifies text to remove improve clarity and reflect new technologies, eliminates obsolete provisions and references to services no longer offered, and corrects typographical errors.

The following pages are included in this filing:

1. Title Sheet
2. List of Modifications, 1st Revised Sheet 1
3. Table of Contents, 1st Revised Sheets 2 – 5
4. Section 1, 1st Revised Sheets 1 – 6
5. Section 2, 1st Revised Sheets 1 – 5
6. Section 2, 1st Revised Sheet 9
7. Section 2, 1st Revised Sheets 12 – 16
8. Section 2, 1st Revised Sheets 18 – 19
9. Section 2, 1st Revised Sheets 22 – 23
10. Section 2, 1st Revised Sheet 25
11. Section 2, 1st Revised Sheets 27 – 30
12. Section 3, 1st Revised Sheet 1
13. Section 3, 1st Revised Sheets 4 – 16
14. Section 4, 1st Revised Sheets 1 – 4

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**4. [RESERVED FOR FUTURE USE]**

(C)

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(C)

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5.1. GENERAL ..... 1

**ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

**1.1. GENERAL**

This Tariff applies to intrastate Access Service supplied by the Company to Customers.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

(C)  
|  
(C)

**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

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**ACCESS SERVICES**

**1. APPLICATION OF TARIFF**

**1.3. DEFINITIONS**

\* \* \* (C)

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 centers and the Customer's premises. (C)

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

\* \* \* (C)

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.

\* \* \* (C)

Commission: Pennsylvania Public Utility Commission

Company: Comcast Business Communications, LLC, and its affiliate companies. (C)

ACCESS SERVICES

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Customer: The term "Customer" (when capitalized) denotes any person, firm, partnership, corporation or other entity that uses service under the terms and conditions of this Tariff and is responsible for the payment of charges.

(C)  
|  
(C)

\* \* \*

(C)

End Office: With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia. Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.

(C)

End User: The term "End User" means any wholesale or retail customer of an interstate or foreign telecommunications service that is not a carrier. The term "End User" may also refer to origination or termination locations accessed via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected or non-interconnected VoIP service.

(C)

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.

\* \* \*

(C)

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

(C)

\* \* \*

ACCESS SERVICES

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

Interconnected VoIP Service: An interconnected VoIP service is a service that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection from the user's location; (iii) requires internet protocol-compatible customer premises equipment (CPE); and (iv) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

(C)  
|  
(C)

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.

\* \* \*

(C)

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.

\* \* \*

(C)

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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.

\* \* \* (C)

Non-interconnected VoIP Service: The term “non-interconnected VoIP service” means a service that (i) enables real-time voice communications that originate from or terminate to the user’s location using Internet protocol or any successor protocol; and (ii) requires Internet protocol compatible customer premises equipment; and (iii) does not include any service that is an interconnected VoIP service.

(C)  
—  
(C)

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.

\* \* \* (C)

Point of Termination: The point of termination within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of termination is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the FCC’s Rules and Regulations.

(C)  
—  
(C)

\* \* \* (C)

ACCESS SERVICES

1. APPLICATION OF TARIFF

1.3. DEFINITIONS (CONT'D)

\* \* \* (C)

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.

\* \* \* (C)

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).

\* \* \* (C)

Tandem Transport: The term "Tandem Transport" denotes the transport between an access tandem and the Company's End Office, Trunk Gateway or other functionally equivalent location. (C)  
(C)

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

Trunk Gateway: The point of interface between the PSTN trunk facility and the Company defined by Common Language Location Identifier (CLLI) codes assigned to the Company, as reflected in the Local Exchange Routing Guide (LERG). Services provided at a Trunk Gateway location are the functional equivalent of services provided at an End Office location. (C)  
(C)

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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 Company shall not be liable for errors in transmission or for failure to establish connections.

(C)  
(C)

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

(C)

2.1.2. TERMS AND CONDITIONS

A. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

(C)  
|  
(C)

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, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

(C)

Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company.

(C)  
|  
(C)

\* \* \*

(C)

C. 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.

(C)

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**ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

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

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

**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's 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. (C)
- 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. (C)

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**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.
- I. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled either directly or via contractual or other arrangements, by the Company.

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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 the 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. (C)
- 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. When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents or employees. (C)  
(C)
- 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. (C)

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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. (C)  
(C)
- G. The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications. (C)
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the 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. (C)
- 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.

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**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.

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**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.

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**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.

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**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's premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company; (C)
- 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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises; (C)
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities 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; (C)  
(C)

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**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.

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**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.

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**ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

**2.7.3. DETERMINATION OF JURISDICTION**

When ordering Switched Access Service, the Customer may be required to provide a projected PIU factor, which may be subject to audit by the Company. Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer.

The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail.

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

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**ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

\* \* \* (C)

**2.7.4. [RESERVED FOR FUTURE USE]**

(C)

\* \* \* (C)

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**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's premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer. (C)
  
- 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. (C)

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**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. (C)  
(C)
- 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. (C)

**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 without penalty or liability, 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. (C)  
|  
(C)
- 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. (C)

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**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.

(C)

**2.9.2. BILLING AND COLLECTION OF CHARGES**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds.

(C)

A. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

B. Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.7.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

(C)

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**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%.

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**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) months' 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)
- 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.

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**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).

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**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.

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**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 to 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. (C)

**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. (C)
- 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.

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**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 will be credited 1/5 day for each three (3) hour period or fraction thereof. No more than one full day's credit will be allowed for any period of twenty-four (24) hours. (C)

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. (C)

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**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.

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**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 transfer or assign the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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**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.

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**ACCESS SERVICES**

**2. GENERAL REGULATIONS**

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

\* \* \* (C)

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).

\* \* \* (C)

**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)**

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**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)**

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**ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.17. RATES BASED UPON DISTANCE**

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

- A. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company End Office, Trunk Gateway, or functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates.
- B. The airline distance between any two points is determined as follows:
  - 1. Obtain the "V" and "H" coordinates for each point.
  - 2. Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates.
  - 3. Square each difference obtained in step (2) above.
  - 4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
  - 5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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**ACCESS SERVICES****2. GENERAL REGULATIONS****2.18. SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. Customers served on a non-tariffed basis for services offered under this Tariff as of the effective date hereof shall be entitled to continue their existing serving arrangements under the same terms and conditions as "special assemblies", but those terms and conditions will not necessarily be available to new Customers when the same service is available under this Tariff. In addition, the Company may from time to time offer promotional or other special discounts to Customers who initiate service within the time contemplated by the promotional or other special discount offer.

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.1. DESCRIPTION**

Switched Access Service provides a physical or logical transmission path for the routing, transport, origination and/or termination of Customer traffic between End Users and a third-party's access tandem (or equivalent) by utilizing the services, facilities or equipment owned or controlled through contract or other means, by the Company.

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**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.

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**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.

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

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

**3.2.2. TRAFFIC TYPE DESIGNATION**

The Company affirms that all of its Pennsylvania traffic either originates from or terminates to a VoIP end user and is therefore, VoIP-PSTN.

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.3. SWITCHED ACCESS RATE CATEGORIES (C)**

The following rate categories apply to all forms of Switched Access Service provided by the Company, unless otherwise specified in this Tariff. (C)

- Carrier Common Line
- Network Access (C)
- Tandem Transport (C)

**3.3.1. CARRIER COMMON LINE**

The Carrier Common Line rate category provides Customers with the use of services, facilities, and/or equipment owned, or controlled through contractual or other arrangements, by the Company in order to access End Users necessary to furnish intrastate communications. No Carrier Common Line charge is assessed in this Tariff. (C)

**3.3.2. NETWORK ACCESS**

Network Access provides the functional equivalent of traditional end office switching. It consists of the following elements: Network Switching and Common Trunk Port.

A. Network Switching

Network Switching provides for (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned or controlled through contract or other means, by the Company, which allows for the routing of voice communications between the Company's Trunk Gateway Location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG. (C)

*Text on this page has been moved to Section 3, Sheet 6.*

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ACCESS SERVICES

3. SWITCHED ACCESS SERVICE

3.3. STANDARD RATE CATEGORIES (CONT'D)

3.3.2. NETWORK ACCESS (CONT'D)

B. Common Trunk Port

Common Trunk Port provides for the termination of tandem transport trunks in shared ports at the Company End Office, Trunk Gateway, or functionally equivalent location. The Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes routed to the Company via a third party access tandem.

(C)

3.3.3. TANDEM TRANSPORT

The Tandem Transport rate category provides for the transmission between an access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location. Rate elements include:

A. Transport Termination

The Transport Termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

B. Transport Mileage

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis. Transport Mileage will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway, or functionally equivalent location within the applicable LATA.

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*Text on this page has been moved from Section 3, Sheet 5.*

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

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

**3.3.3. TANDEM TRANSPORT (CONT'D) (C)**

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.4. OTHER RATE CATEGORIES**

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

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

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8XX Toll-Free Access Service is an originating access service offering. The service provides for the forwarding of End User originated 8XX calls to a Company Service Control Point, which will initiate a query to the database for the identification and delivery of the call. The call is forwarded to the appropriate customer based on the dialed 8XX number.

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**A. Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification of and delivery of 8XX calls to the appropriate customer. The charge is assessed to the Customer on a per query basis.

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.5. RATES AND CHARGES**

**3.5.1. [RESERVED FOR FUTURE USE] (C)**

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**3.5.2. CARRIER COMMON LINE MONTHLY RATE PER MOU**

Per Minute of Use		
Verizon Territory	\$0.000000	
Century Link (former Embarq) Territory	0.000000	(C)

**3.5.3. NETWORK ACCESS (C)**

A. Network Switching (C)

Originating		
Verizon Territory	\$0.002406	(D)
Century Link (former Embarq) Territory	0.003892	(C)

Terminating		
Verizon Territory	0.002406	(D)
Century Link (former Embarq) Territory	0.003892	(C)

B. Common Trunk Port		
Verizon Territory	0.001688	(D)
Century Link (former Embarq) Territory	0.000490	(C)

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

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

**3.5.4. TANDEM TRANSPORT**

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**PER ACCESS  
MINUTE**

- A. Tandem Transport
  - Verizon Territory
  - Century Link (former Embarq) Territory

\$0.000000  
0.000449

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- B. Transport Mileage, per mile
  - Verizon Territory
  - Century Link (former Embarq) Territory

\$0.000002  
0.000022

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

**RATE PER QUERY**

- A. Customer Identification Charge
  - Verizon Territory
  - Century Link (former Embarq) Territory

\$0.004356  
0.006679

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.6. MISCELLANEOUS SERVICES**

**3.6.1. SERVICE CHANGE DISPUTE**

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change.

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. [RESERVED FOR FUTURE USE] (C)**

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. [RESERVED FOR FUTURE USE] (C)**

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**3.7. [RESERVED FOR FUTURE USE] (C)**

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. [RESERVED FOR FUTURE USE] (C)**

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**ACCESS SERVICES**

**3. SWITCHED ACCESS SERVICE**

**3.7. [RESERVED FOR FUTURE USE] (C)**

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**ACCESS SERVICES**

**4. [RESERVED FOR FUTURE USE]**

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**ACCESS SERVICES**

**4. [RESERVED FOR FUTURE USE]**

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**ACCESS SERVICES**

**4. [RESERVED FOR FUTURE USE]**

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**ACCESS SERVICES**

**4. [RESERVED FOR FUTURE USE]**

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**ACCESS SERVICES**

**5. SPECIAL ACCESS SERVICE**

**5.1. GENERAL**

Special Access Services are not generally available but may be provided subject to the terms, conditions, and limitations as set forth in Section 2.18, preceding, for Special Assemblies and Individual Case Basis Arrangements.

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