

ACCESS SERVICES

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RATES, RULES, AND REGULATIONS GOVERNING  
THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO INTERSTATE COMMUNICATION FACILITIES

WITHIN THE OPERATING TERRITORIES OF  
MASHELL TELECOM, INC  
d/b/a RAINIER CONNECT or LOCAL ACCESS PRIME  
or LOCAL ACCESS COMMUNICATIONS  
IN THE STATE OF WASHINGTON

ACCESS SERVICES ARE PROVIDED BY MEANS OF  
WIRE, RADIO, SATELLITE OR OTHER SUITABLE  
TECHNOLOGIES, OR A COMBINATION THEROF

Issued: June 1, 2013

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CHECK SHEET

The pages of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Second Revised	30	Second Revised
1	Seventh Revised *	31	Second Revised
2	Second Revised	32	Second Revised
3	Second Revised	33	Second Revised
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5	Second Revised	35	Second Revised
6	Second Revised	36	Third Revised
7	Second Revised	36.1	First Revised
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12	Second Revised	41	Second Revised
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16	Second Revised	45	Fourth Revised
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CONCURRING CARRIERS

None

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

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

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

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### DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

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

**Access Services:** The Company's interstate services offered pursuant to the Tariff.

**Company:** Mashell Telecom, Inc. d/b/a Rainier Connect or The Rainier Group or Local Access Communications, the issuer of this Tariff.

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

**End User:** A person or entity that subscribes to any of the Company's interstate toll services or other end user services.

**End Office:** The term "End Office" denotes a LEC switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

**LATA:** A Local Access and Transport area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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### DEFINITIONS (cont'd)

**LEC:** A Local Exchange Company located in the area served by the Company.

**Port:** A facility or equipment system or subsystem set aside to provide switching service for the sole use of a specific Customer.

**Recurring Charges:** The monthly Charges to the Customer for services which continue for the agreed upon duration of the service.

**Service Commencement Date:** The first 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 the Tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for access services executed by the Customer and the Company in the format devised by the Company.

**User:** A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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## ACCESS SERVICES

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### 1. GENERAL

#### 1.1. Undertaking of the Company

##### 1.1.1. Scope

This service consists of interstate access service furnished to Interexchange Carriers and other Customers pursuant to this general Tariff offering of service to the general public. Interstate access services provided pursuant to this Tariff are subject to the general regulations stated in this Section. Individual Case Basis (ICB) arrangements, which relate to services which are subject to this Tariff, will be filed under Section 2.6 of this Tariff.

##### 1.1.2. 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 a lack of facilities or due to any 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, including facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.3. Liability of the Company

The liability of the Company for damages arising out of the furnishing of these 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 of commission or omission, shall be limited to the extension of allowances as set forth in Section 1.6. The extension of such allowances shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any lost profits or special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or gross negligence of the Company or its employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, volcanos, other catastrophes or other acts of nature; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; acts of third parties; or strikes, lock-out, work stoppages, or other labor difficulties.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.3. Liability of the Company (cont'd)

The Company shall not be liable for any act or omission of any third party carrier or any other entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers. This includes failures of performance, outages, and delays by third party carriers from which the Company obtains services or facilities.

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.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company shall not be liable for any damages resulting from delays in meeting any service commencement date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.3. Liability of the Company (cont'd)

The Company is not liable for any defacement of or damage to the premises of the Customer resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of gross negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or gross negligence.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

**THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR OPERATION OF LAW, STATUTORY OR OTHERWISE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.4. Claims

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.5. Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company.

##### 1.1.6. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such cases, charges based on not less than the cost of actual, fully loaded, labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but 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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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.7. Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains with the Company. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

##### 1.1.8. Rights-of-Way

Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of- way.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.9. Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any transport services provided by other Carriers. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

##### 1.1.10. Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.11. Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer is responsible for paying all charges for services provided by the Company. The Customer shall not assign any charges to a third party without prior written consent by the Company.

##### 1.1.12. Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no perceptible delay encountered within the Company's network.

##### 1.1.13. Transmission Specifications

The Company's transmission path will meet industry standard transmission specifications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to industry standards, to the extent that the supplying service provider's facilities and services meet the same industry specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to ensure that the data parameters are met.

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### 1. GENERAL (cont'd)

#### 1.1. Undertaking of the Company (cont'd)

##### 1.1.14. Acceptance Testing

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

##### 1.1.16. Determination of the Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered.

#### 1.2. Prohibited Uses

A Customer may not use the services so as to interfere with or impair service over any of facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company.

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### 1. GENERAL (cont'd)

#### 1.3. Obligations of the Customer

##### 1.3.1. Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this Tariff within 30 days after the date on the Company invoice containing such charges.

The Customer is responsible for any damage to or loss of the Company facilities or equipment caused by the acts or omissions of Customer.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of services offered under this Tariff. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to the Company. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for ensuring that the equipment, wiring, space and associated faculties, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules, and regulations and with all applicable lease or other contractual agreements.

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### 1. GENERAL (cont'd)

#### 1.3. Obligations of the Customer (cont'd)

##### 1.3.1. Customer Responsibilities (cont'd)

Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining pursuant to Section 1.1.8, above, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven-day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 1.6 will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs or service arrangements.

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### 1. GENERAL (cont'd)

#### 1.4 Customer Equipment and Channels

##### 1.4.1. General

A Customer may transmit or receive information or signals via the services provided by the Company.

##### 1.4.2. Station Equipment

The Customer, is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities and those of any underlying provider on whom the Company relies. The magnitude and character of the voltages and currents induced on Company provided equipment and facilities by the connection, operation, or maintenance of such equipment and facilities shall be such as not to cause damage to the Company provided equipment and facilities or injury to the Company's employees or to other persons.

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### 1. GENERAL (cont'd)

#### 1.4. Customer Equipment and Channels (cont'd)

##### 1.4.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing services under this Tariff and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

#### 1.5 Payment Arrangements

##### 1.5.1. Payment for Services

The Customer is responsible for the payment of all charges for facilities and service furnished to the Customer.

##### 1.5.2. Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, bypass, or other local, state, and federal taxes, charges, surcharges, however designated, imposed on or based upon the provision, sale, or use of the services (excluding taxes on Company's net income). Such taxes and surcharges shall be separately stated on the applicable invoice.

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### 1. GENERAL (cont'd)

#### 1.5. Payment Arrangements (cont'd)

##### 1.5.3. Service Commencement Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service under this Tariff, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Commencement Date" and shall be the starting date for billing.

##### 1.5.4. Billing and Collection of Charges

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

Charges shall be billed as incurred after the Service Commencement Date is determined and will be due no later than thirty (30) days after the date of the invoice.

Billing starts when the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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### 1. GENERAL (cont'd)

#### 1.5. Payment Arrangements (cont'd)

##### 1.5.4. Billing and Collection of Charges (cont'd)

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, 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 payment date times a late payment factor. The late payment factor shall be 1.0% per month, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes payment to the Company.

Customer agrees to review each invoice promptly and to notify Company of any discrepancies within 30 days of receipt of invoice.

In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of services in the period in question for billing purposes.

##### 1.5.5. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services are furnished. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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### 1. GENERAL (cont'd)

#### 1.5. Payment Arrangements (cont'd)

##### 1.5.6. Deposits

To safeguard its interests, before a service is furnished or from time to time thereafter, 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. A deposit may be required in addition to an advance payment. Interest as required by law shall be paid on all deposits.

When a service 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 is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

##### 1.5.7. Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for thirty (30) days after written notice thereof to Customer, or if the Customer fails to comply with any other provision of this Tariff and such noncompliance continues for thirty (30) days after written notice thereof to Customer, then, as to the applicable services, Company at its sole option may elect to pursue one or more of the following courses of action: (1) require immediate payment of all future payments for service hereunder; (2) discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or (3) pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

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### 1. GENERAL (cont'd)

#### 1.5. Payment Arrangements (cont'd)

##### 1.5.7. Discontinuance of Service (cont'd)

If all or any significant portion of the facilities or associated equipment used to provide services to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer without liability.

If facilities or associated equipment used to provide services to Customer and obtained by Company from another service provider are made unavailable by that underlying provider, Company shall be entitled to terminate service to Customer without liability. At the time that such facilities or associated equipment become unavailable. The Company will attempt to furnish advance notice of such termination, if possible.

A Customer's service may be disconnected immediately if the Customer is using the service in violation of law or has obtained the service through fraud or deliberate misrepresentation.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

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### 1. GENERAL (cont'd)

#### 1.5. Payment Arrangements (cont'd)

##### 1.5.7. Discontinuance of Service (cont'd)

Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or under any other provision of this Tariff, may declare all charges which would have been payable by the Customer during the remainder of the service period immediately due and payable.

##### 1.5.8. Fractional Charges

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

##### 1.5.9. Moves, Adds, and Changes

Upon receipt of written notice from Customer, Company will add, delete or change locations or features of specific services. Company shall charge Customer a non-recurring charge for such service.

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## ACCESS SERVICES

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### 1. GENERAL (cont'd)

#### 1.6. Allowances for Interruption in Service

##### 1.6.1. General

A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.

An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair it is considered to be impaired, but not interrupted. In such instances no credit shall be issued associated with impaired service.

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 services on the interrupted portion of the circuit will receive a credit.

##### 1.6.2. Application of Credit Allowances

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence or other act or omission of the Customer, shall be as follows:

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### 1. GENERAL (cont'd)

#### 1.6. Allowances for Interruption in Service (cont'd)

1.6.2.1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruption continues.

1.6.2.2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of: a) the monthly rates, b) the assumed minutes of use charge, or c) the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

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### 1. GENERAL (cont'd)

#### 1.6. Allowances for Interruption in Service (cont'd)

##### 1.6.3. Limitations on Credit Allowances

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer or other carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other carrier providing service connected to the service offered by the Company;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

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;

Interruptions of service due to circumstances beyond the control of the Company. Including, but not limited to: acts of God, fire, flood or other catastrophes or other acts of nature; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other

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### 1. GENERAL (cont'd)

#### 1.6 Allowances for Interruption in Service (cont'd)

##### 1.6.3 Limitations on Credit Allowances

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; acts of third parties; or strikes, lock-out, work stoppages, or other labor difficulties.

#### 1.7. Meet Point Billing

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own Tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

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## ACCESS SERVICES

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### 2. ACCESS SERVICES DESCRIPTIONS

#### 2.1. General

##### 2.1.1. Description

Interstate access service is provided at company designated end offices whether routed directly or via Company designated tandem switches. For Interstate access service with SS7 signaling option, the CCSA signaling connection is provided to company designated STPs.

Interstate access service is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment may be provided with wink start, start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when the SS7 signaling option is specified.

Interstate access service switching may be provided, at the Customer's option, with multifrequency address signaling or common channel signaling. With multifrequency address signaling, up to 12 digits of the called party number dialed by the Customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Local Transport provided. With common channel signaling, up to 12 digits of the called party number dialed by the Customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Company equipment to the Customer's designated premises via a Common Channel Signaling Access (CCSA) circuit.

The Company's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

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## ACCESS SERVICES

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.1. General (cont'd)

##### 2.1.1. Description (cont'd)

When used to terminate Interstate calls at a Company End Office, Interstate access service switching may be used to access valid NXXs in the Company's LATA, time or weather announcement services of the Company, community information services of an information service provider, and other customers' services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), service codes (611 and 911 where available) and 101XXXX or equivalent carrier access codes.

The Company will establish a port or ports for the Customer at end offices or access tandem switches where Interstate access service switching is provided. When required by technical limitations, a separate port will be established for each type of Interstate access service switching arrangement provided. Different types of Interstate access service arrangements may be combined on a single port at the option of the Company.

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.2 Interstate Switched Exchange Access Service

The Company provides Interstate Switched Exchange Access Service to those Customers who originate and terminate their switched traffic with the Company. This traffic may be carried over Company facilities or via the use of tandem switching facilities. The Interstate Switched Exchange Access Service rate, contained in Section 5.1, is the composite per minute rate for these services.

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.3 Presubscription

Presubscription is the process by which End User customers may select and designate to the Company an Interexchange Carrier (IC) to access, without an access code, for interLATA calls. This IC is referred to as the End User's Primary Interexchange Carrier (PIC). The End User may select an IC that orders originating FGD Interexchange Access Service either to the Company's end office or to an authorized LEC's tandem that subtends the Company's end office.

New End Users who are served by offices equipped with FGD will be asked to presubscribe to one or more ICs for InterLATA, interstate service at the time they place an order with the Company for local service. They may select one of the following options at no charge:

- Designate a PIC for all of its lines,
- Designate a different PIC for each of its lines.
- Designate No PIC

Only one IC may be selected for each line or lines terminating in the same hunt group.

End Users may designate that they do not want to presubscribe to any IC. The end user must arrange this designation by directly notifying the Company's business office. This choice will require the end user to dial an access code (101XXXX) for all interstate calls.

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### 3. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.3 Presubscription (cont'd)

##### 2.3.1 PIC Change

After the End User's initial selection of a PIC or the designation that they do not want to presubscribe to any IC, for any change in selection of a PIC after the installation of Exchange Access Service, a nonrecurring charge, as set forth in Section 5 following applies.

##### 2.3.2 Unauthorized PIC Change

If an IC requests a PIC change on behalf of a billed party (e.g., an End User or the designator of the PIC for a pay telephone), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change as set forth in FCC rules; then:

- The billed party will be reassigned to its previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 5 will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the \$5.00 PIC change charge.

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.4 Chargeable Optional Features

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originate from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

Common Channel Signaling Access Service (CCSAS). This option allows the Customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out-of-band signaling connection between the Customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out-of-band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the Customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the Customer's STP pair which requires a minimum of four 56 Kbps circuits. CCSAS Signaling Connection rates and charges are specified in Section 5 following.

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.5 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches. Originating and terminating calls will be measured to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgement wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch. Originating 800 calls will receive the terminating rate.

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

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

Special Process for Measurement and Billing: The Company, at its option, will use the following measurement parameters where messages are delivered to the Company without sufficient information available for the Company to develop terminating access records in the normal manner. The Company will use Signaling System 7 (SS7) ISDN user part (ISUP) to determine the measurement times for a message for purposes of access billing. Specifically, the call will be deemed to begin for billing purposes with transmission of the Address Complete Message and the message will be deemed to be complete for billing purposes with transmission of the Release Complete Message.

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### 2.6 Individual Case Base (ICB) Arrangements

The Company may develop a rate for services in which the regulations, if applicable, rates and charges for the offering under the provisions of this Tariff are developed based on the circumstances in each case.

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## ACCESS SERVICES

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### 2. ACCESS SERVICES DESCRIPTIONS (cont'd)

#### 2.6 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state as the state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer shall update the jurisdictional percentages reported to the Company on an annual basis by the first of January. Reports should be received no later than 15 days after the first of the month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a year may submit a jurisdictional report at the onset of service.

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

\*800 traffic: 50%      \*900 traffic: 50%      \*700 traffic: 50%  
All Other: Percent determined by measurable network usage.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company. If the Carrier fails to provide the requested information within thirty days, the Company is entitled to establish the PIU based on information available to it.

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### 3. BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis only. Where the Company so chooses, BNA service charges may be billed and paid in advance. Information will be provided by voice telecommunications, fax, or mail, as appropriate.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charges to a calling card that is resident in the Company's data base.

#### 3.1. Undertaking of the Company

3.1.1. A request for information on telephone numbers should be mailed or faxed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days, unless other arrangements are mutually agreed to between the Company and the Customer.

3.1.2. The Company will specify the format in which requests are to be submitted.

3.1.3. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

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### 3. BILLING NAME AND ADDRESS SERVICE (cont'd)

#### 3.1. Undertaking of the Company (cont'd)

3.1.4. The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

3.1.5. The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

#### 3.2. Obligations of the Customer

3.2.1. With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

3.2.2. The Customer shall institute adequate internal procedures to ensure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.

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### 3. BILLING NAME AND ADDRESS SERVICE (cont'd)

#### 3.2. Obligations of the Customer (cont'd)

3.2.3. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, filed and data bases or other systems it assembles through the use of the BNA Service.

#### 3.3. Rate Regulations

3.3.1. Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.

3.3.2. A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.

3.3.3. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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## ACCESS SERVICES

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### 4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES

#### 4.1. Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis for Interstate Switched Exchange Access Service, (2) on a per call blocked basis beyond the blocking threshold for Network Blocking, (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in Section 5.

#### 4.2. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

#### 4.3. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

##### 4.3.1. Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this Tariff.

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### 4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (cont'd)

#### 4.3. Nonrecurring Charges (cont'd)

##### 4.3.1. Access Order Charge (cont'd)

The Access Order Charge does not apply:

- to administrative changes as set forth in 4.3.3;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

##### 4.3.2. Installation of Service

Non-recurring charges apply to each Direct and Indirect End Office Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

##### 4.3.3. Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 4.3.2, above, apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

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### 4. DESCRIPTION AND APPLICATION OF RATES AND CHARGES (cont'd)

#### 4.3. Nonrecurring Charges (cont'd)

##### 4.3.3. Service Rearrangements (cont'd)

Administrative changes include the following:

- change of customer name,
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment,
- change in billing data (name, address, contact name or telephone number),
- change of agency authorization,
- change of customer circuit identification,
- change of billing account number,
- change of Customer test line number,
- change of Customer or Customer's end user contact name or telephone number,
- change of jurisdiction.

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5. RATES AND CHARGES

5.1	Interstate Switched Exchange Access Service		
	Local End Office Switching:		
	Per minute - Terminating	\$0.000000	(R)
	Per minute – Originating	\$0.002721	
5.2	800 Database Access Service		
	Per Query		
	Basic	\$0.004053	
	Vertical Features	\$0.004053	
5.3	Tandem Transmission Usage Rates		
	Fixed Per Minute	\$0.000240	
	Per Mile; Per Minute	\$0.000030	
5.4	Common Transport Multiplexing		
	Per Minute	\$0.000036	
5.5	Billing Name and Address Service		
	Service Establishment Charge	\$50.94	
	(non-recurring)		
	Request, per telephone number	\$0.33	
5.6	Access Order Charge		
	(non-recurring)	\$00.00	(R)
	Service Date Change Charge per Order	\$60.00	
5.7	Installation Charge		
	(non-recurring)		
	Per First Trunk or Signaling Connection	\$220.00	
	Each additional Trunk or Signaling Connection	\$220.00	
5.8	Interim NXX Translation Optional Feature		
	(non-recurring)		
	Per LATA or Market Area	\$235.17	(I)

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5. RATES AND CHARGES (cont'd)

5.9	Network Blocking Per call blocked	\$0.0159	
5.10	Trunk Activation Per 24 trunks Activated or Fraction thereof, on a Per Order Basis	\$490.94	(I)
5.11	Multiplexing (non-recurring) DS3 to DS1	\$684.13	(I)
	DS1 to Voice	\$684.13	(I)
5.12	PIC Change (Presubscription) (non-recurring) Per Exchange Access Service Line or Trunk	\$5.50	
	Unauthorized PIC Change (non-recurring) Residence/Business Per Exchange Access Service Line or Trunk	\$150.00	
	Per Pay Telephone Exchange Access Service Line or Trunk	\$150.00	
5.13	Blocking Service (non-recurring)	\$11.20	
5.14	Coin Supervision Additive Service Per Exchange Access Service Line (per month)	\$2.21	

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