
INTRASTATE LOCAL INTERCONNECTION SERVICE

ONVOY, INC.

D/B/A ONVOY VOICE SERVICES

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

INTRASTATE LOCAL INTERCONNECTION SERVICE

FURNISHED BY ONVOY, INC.

IN THE STATE OF COLORADO

This tariff (“Tariff”) contains the descriptions, regulations, and rates applicable to the furnishing of local services offered by Onvoy, Inc. to Customers located within the State of Colorado. This Tariff is on file with the Colorado Public Utilities Commission. Onvoy’s Customer Service: 1-800-933-1224. www.onvoy.com

INTRASTATE LOCAL INTERCONNECTION SERVICE

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INTRASTATE LOCAL INTERCONNECTION SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

INTRASTATE LOCAL INTERCONNECTION SERVICE

EXPLANATION OF SYMBOLS

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.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate local interconnection services within Colorado by Onvoy, Inc. (hereinafter the Company).

This tariff is on file with the Colorado Public Utilities Commission, and will be maintained and made available for inspection during normal business hours at the Company's principal place of business: 300 South Highway 169, Suite 700, Minneapolis, MN 55426. This tariff is also available on the Company's web site at www.onvoy.com.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (3) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (4) The Company will provide services subject to the availability of facilities.
- (5) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (6) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

(a) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

(b) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (3) Reserved for Future Use
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
 - (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
 - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- (5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to the Customer's use of services so provided.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (6) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (7) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

E. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

F. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

F. Changes and Substitutions (Continued)

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

G. Refusal and Discontinuance of Service

- (1) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice to the non-complying customer.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

G. Refusal and Discontinuance of Service (Continued)

- (2) If the customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the customer to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying customer.

H. Notification of Service-Affecting Activities

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

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

I. Undertaking of the Company (Continued)

I. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

II. Use

A. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

II. Use (Continued)

B. Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

III. Obligations of the Customer

A. Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

B. Ownership or Control of Facilities

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer in as good a condition as reasonable wear will permit.

C. Non-Authorized Traffic

Customer agrees to not send Carrier Non-Authorized-Traffic (i.e. traffic that is not Transit traffic, including 9XX, 411, directory assistance, and 0+ operator services local calls). The Company will return all Non-Authorized Traffic back to the Customer for completion. Customer will not send to the Company local traffic that is destined for the network of a third party carrier unless Customer has the authority to exchange traffic with that carrier.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

III. Obligations of the Customer (Continued)

D. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

E. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

F. Design of Customer Services

Subject to the provisions of 1.VII preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

III. Obligations of the Customer (Continued)

G. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the customer.
- (2) The customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

H. Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. The interest rate of deposit for 2011 is .34%. (N)

At the option of the Company, such a deposit may be refunded or credited to the Customer's account when the customer has established credit or after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Local Interconnection Service under this tariff), the period of service each bill covers and the payment date is as follows:

(a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

- (b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer, the due date will be extended by the number of days the bill was delayed. Such a request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) 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 factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

- (c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding. If the customer disputes the bill in writing on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until ten (10) days after the payment date.
- (d) If the customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment.
- (e) When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.
- (f) The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest factor is one and one-half percent (1.5%) per month.
- (g) For billing disputes the Company shall undertake a prompt investigation appropriate to the case and report the results to the Customer. In the event the dispute is not reconciled, the Company shall advise the Customer that an informal complaint may be registered with the Commission Staff or a formal Complaint may be filed with the Commission. The Customer can contact the Commission at:

Colorado Public Utilities Commission
Consumer Assistance
1560 Broadway, Suite 250
Denver, CO 80202
Toll Free: 1-800-456-0858
Local: 303-894-2070

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

- (3) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30) -day month.
- (4) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.
- (5) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.C

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances. (Continued)

D. Credit Allowance for Service Interruptions

(1) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When A Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (a) For Transit Service, no credit shall be allowed for an interruption of less than eight (8) hours. The customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/30 of any applicable monthly rates for each period of twenty-four (24) hours or major fraction thereof that the interruption continues.
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence of the customer.
- (b) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Reserved for Future Use
- (f) Periods when the customer continues to use the service on an impaired basis.
- (g) Periods of temporary discontinuance as set forth in Section 2.II.A.2 preceding.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 2. RULES AND REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

- (4) Reserved for Future Use
- (5) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 3. DEFINITIONS

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

Local tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: See Exchange Carrier.

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.

CMRS: Commercial Mobile Radio Service.

Company: Onvoy, Inc., which is the issuer of this tariff.

Conventional Signaling: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer: The person, firm, corporation or other entity which orders Service, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

EMI: Exchange Message Interface format for records. EMI is a standard record format used to transfer information on the amount of service usage (number of calls, minutes of use, etc.) from one entity to another.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 3. DEFINITIONS

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

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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

Non-Recurring Charges (NRC): 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.

Point of Interconnection (POI): The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

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

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

Service Commencement Date: For Transit Service 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 of service. The parties may mutually agree on a substitute Service Commencement Date.

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

Service(s): The Company's Local Interconnection Services offered on the Company's Network.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 3. DEFINITIONS

Transit Switching: Transit switching is the centralized routing of traffic delivered by Customer to the Company's Local Tandem and terminating to a carrier.

Transit Transport: The transport between the POI utilized for the interconnection with the Customer and the POI utilized for the interconnection to the terminating carrier.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wire Center: Buildings in which central offices are used for the provision of Telephone Exchange services.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

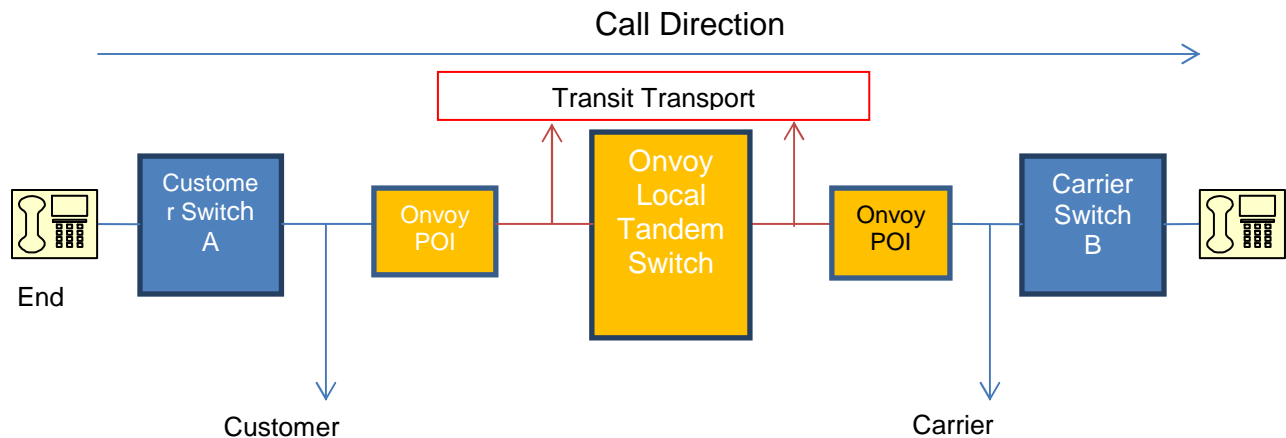
INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 4. TRANSIT SERVICES

I. Transit Service

- A. Transit Service allows an originating Customer to send all Section 251 (b)(5) Traffic, ISP Bound Traffic, and/or CMRS IntraMTA Traffic to a Terminating Carrier through the Company's local tandem. Transit rate elements apply to all MOUs transited over the Company's network. The Originating Customer is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 9XX, 311, 611, Directory Assistance, 0+ local, and 0+ operator services. Notwithstanding any other provision, Customer appoints the Company to act on its behalf for the limited purpose of establishing arrangements for the termination of Transit Traffic to Terminating Carriers. This authority is limited to the establishment of the technical and operational aspects of such arrangements.
- B. At the request of the Terminating Carrier, the Company will provide electronic terminating Transit billing records to assist in their billing process. The records will be provided in standard EMI format and will be delivered to the Terminating Carrier either weekly or monthly utilizing an electronic delivery method negotiated on a case by case basis.

C. Transit Diagram



Customer Switch A is the Originating Customer
Carrier Switch B is the Terminating Carrier

- D. Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended area calling plans.
- E. Customer is responsible to perform a LNP query prior to routing to Company. Calls without a LNP query will be blocked and returned to Customer.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 4. TRANSIT SERVICES

I. Transit Service (Continued)

- F. The Originating Customer will be charged a Transit Switching per minute of use charge for all Transit Traffic delivered to the Company.
- G. The Originating Customer will be charged a Transit Transport rate per minute of use charge for Transit Traffic delivered to the Company. The Transit Transport rate recovers the cost of Onvoy facilities between the POI utilized for the interconnection with the Customer and the POI utilized for the interconnection to the Terminating Carrier. The Transit Transport fee may be eliminated if either the Customer POI or the Terminating POI is located at the same physical address as the Local Tandem.
- H. Transit Service shall be billed by the Company for the transit service only. If there are terminating charges to be billed by the terminating carrier, that carrier will be responsible for its own billing
- I. Company POI Locations: Company POI CLLI Codes and locations can be found on the Company's website at: www.onvoy.com.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 4. TRANSIT SERVICES

II.. Rates and Charges

	<u>Rate</u>
A. Transit Services:	
a. Transit Switching charge per minute of use	\$0.00052
b. Transit Transport charge per minute of use	\$0.00035

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 5 – RESERVED FOR FUTURE USE

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 6 SPECIAL ARRANGEMENTS

I. Special Construction

A. Basis for Charges

Where the Company furnishes a local interconnection service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (1) non-recurring type charges
- (2) recurring type charges
- (3) termination liabilities; or
- (4) some combination thereof.

B. Basis for Cost Computation

The costs referred to in 6.A preceding may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided included estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - (a) Equipment and materials provided or used
 - (b) Engineering, labor and supervision
 - (c) Transportation, and
 - (d) Rights of ways;
- (2) Cost of maintenance
- (3) Depreciation on the estimated cost installed of any facilities provided, based on anticipated useful life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing and related fees;

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 6 SPECIAL ARRANGEMENTS

I. Special Construction (Continued)

B. Basis for Cost Computation (Continued)

- (6) Tariff preparation, processing and related fees;
- (7) Any other identifiable costs related to the facilities provided; or
- (8) An amount for return and contingencies.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, termination liability may apply for facilities specially constructed at the request of the Customer. The termination liability period is the estimated service life of the facilities provided.

- (1) The amount of the maximum termination liability is equal to the estimated amounts for: cost installed of the facilities provided including estimated cost for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Costs installed include the costs of: equipment and materials provided or used; engineering, labor, supervision, transportation, and rights of way. Other costs include: license preparation, processing; tariff preparation and processing, cost of removal and restoration, and any other related fees or identifiable costs related to specially constructed or rearranged facilities.

The applicable termination liability method for calculating the unpaid balance of a term obligation is: the sum of the amounts determined as set forth above, multiplied by a factor related to the unexpired period of liability, multiplied by the discount rate of return and contingencies. The amount determined shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

D. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

INTRASTATE LOCAL INTERCONNECTION SERVICE

SECTION 6 SPECIAL ARRANGEMENTS

I. Special Construction (Continued)

D. Individual Case Basis (ICB) Arrangements (Continued)

If the Company and a Customer enter in an ICB arrangement, the ICB arrangement may provide the Customer or Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply. Customer may choose to transit traffic through the Company at tariff rates, subject to meeting any credit requirements of the Company in this tariff.