

Tariff Schedule Applicable to
Intrastate Access Service

Telecommunications Services Furnished by

Onvoy, LLC

Between Points Within the State of Maryland

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10300 6th Avenue North
Plymouth, Minnesota 55441

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original		31	Original			
2	Original		32	Original			
3	4 th Revised	*	33	Original			
4	Original		34	Original			
5	Original		35	1 st Revised	*		
6	Original		36	1 st Revised	*		
7	Original		37	Original			
8	Original		38	Original			
9	Original		39	Original			
10	Original		40	Original			
11	Original		41	Original			
12	Original		42	4 th Revised	*		
13	Original		43	Original			
14	Original		44	Original			
15	Original		45	Original			
16	Original		46	Original			
17	Original		47	Original			
18	Original		48	Original			
19	Original		49	Original			
20	Original		50	Original			
21	Original		51	Original			
22	Original		52	Original			
23	Original		53	Original			
24	Original						
25	Original						
26	Original						
27	Original						
28	Original						
29	Original						
30	Original						

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TABLE OF CONTENTS

1 GENERAL5
1.1 Explanation of Symbols.....5
1.2 Application of the Tariff.....5
1.3 Definitions6

2 RULES AND REGULATIONS15
2.1 Undertaking of the Company.....15
2.2 Obligations of the Customer.....15
2.3 Liability of the Company.....18
2.4 Application for Service.....22
2.5 Payment for Service.....23
2.6 Allowance for Interruptions in Service.....24
2.7 Special Customer Arrangements24
2.8 Unlawful Use of Service.....25
2.9 Interference with or Impairment of Service.....25
2.10 Telephone Solicitation by Use of Recorded Messages26
2.11 Overcharge/Undercharge26
2.12 Individual Case Basis (“ICB”) Offerings26
2.13 Determination of InterMTA and IntraMTA Traffic27

3 SWITCHED ACCESS SERVICE28

4 ORDERING OPTIONS43

SECTION 1 - GENERAL

1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

1.2 Application of the Tariff

- 1.2.1** This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2** The Company's services are available to carrier customers.
- 1.2.3** The Company's service territory is statewide with local calling areas consistent with Verizon Maryland's tariff on file with the Commission, as amended from time to time.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions**

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

Access Code: A uniform five or seven digit code assigned by Neustar, Inc. (administrator of the North American Numbering Plan) to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

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

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum (OBF).

Access Tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

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

Automatic Number Identification: Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Central Office: see End Office.

CFR: Code of Federal Regulations

Channel(s): A communications path between two or more points of termination.

CLEC: Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CMRS: Commercial Mobile Radio Service – provider of mobile telephone service

Collocation: An arrangement whereby the Company's switching system equipment is located in the premise of another carrier.

Commission: Maryland Public Service Commission.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network, using SS7 protocol

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

Customer: The person, firm, corporation or other entity which uses and/or subscribes to the services offered under this tariff and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carrier or provider originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

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

Demarcation Point: The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunication facilities between the Company, building/property owner/landlord/agent, and the Customer.

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia. The End Office switch is the Company's switching system where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

End Office Access Service: means: (1) The switching of access traffic at the carrier's End Office switch and the delivery to or from of such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by a non-incumbent local exchange carrier. End Office Access Service rate elements for an incumbent local exchange carrier include the local switching rate elements specified in 47 CFR §69.106, the carrier common line rate elements specified in 47 CFR §69.154, and the intrastate rate elements for functionally equivalent access services. End Office Access Service rate elements for an incumbent local exchange carrier also include any rate elements assessed on local switching access minutes, including the information surcharge and residual rate elements. End office Access Service rate elements for a non-incumbent local exchange carrier include any functionally equivalent access service.

End User: The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility: The dedicated Switched Access transport facility from the Customer premise to the Company serving wire center.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

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

F.C.C.: Federal Communications Commission

Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. used to provide the service offered under this tariff.

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

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

ILEC: Incumbent Local Exchange Carrier refers to the incumbent dominant local telephone carrier in the area also served by the Company.

Incidental Service: Denotes service provided to a Customer under this tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

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.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier: A Carrier or Telecommunications Carrier connected to the Company.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA Traffic: InterMTA traffic refers to wireless to wireline traffic that originates and terminates in two different MTAs.

Interstate Communications: Interstate communications includes both Interstate and foreign communications.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

IntraMTA Traffic: IntraMTA traffic refers to wireless to wireline traffic that originates and terminates within the same MTA.

Intrastate Switched Access Service: Provides for the switched two-way communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls within the state.

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, or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff FCC No. 4.

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

Local Calling Area or Local Service Area: The Company's local calling area will mirror the local calling area described in the ILEC tariff for that geographic area.

Local Exchange Carrier (LEC): Any company or other entity, which provides telephone service inside, or within the Local Calling Area.

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.

Meet-Point Billing (MPB): The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff. All information necessary for billing, ordering and design coordination will be provided based on the standards in the Multiple Exchange Carriers Access Billing Guidelines (MECAB) and Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) to ensure that jointly provided Access Services are installed, tested and turned up in a timely manner.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Message: A message is a call.

Monthly Recurring Charge (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MTA: MTA refers to Major Trading Area as defined in 47 C.F. R. paragraphs 24-102 of the FCC Rules and Regulations.

Network: Refers to the Company's facilities and equipment used to provide services under this tariff.

NPA-NXX: Numbering Plan Area (also known as "Area Code") and prefix (NXX).

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.

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

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

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.

Point of Presence (POP): Location where the Customer maintains a facility for purpose, of interconnecting to the Company's network.

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.).

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

PSTN: The public switched telephone network (PSTN) is the legacy network of the world's public circuit-switched telephone networks.

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 Special Access Service and Direct Connect Switched Access 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. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR 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. In the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Service(s): Refers to all telecommunications services and other services related thereto offered on the Company's Network to Customers or Users

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

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

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

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

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

Special Access Service: Dedicated access between a Customers' Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

Station: A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem/POI and wire centers that subtend the access tandem.

TDM: Time-division multiplexing (TDM) is a method of putting multiple data streams in a single signal by separating the signal into many segments, each having a very short duration.

Telephone Company: A telephone company is any telephone corporation operating within Kentucky. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-communications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

SECTION 1 - GENERAL, (CONT'D.)**1.3 Definitions, (Cont'd.)**

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number with a “toll free” NPA of 800, 888, etc.

Transmission Path: An electrical or optical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

Trunk Group: A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communication paths are interchangeable.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage or Usage-Based Charges: These are the charges for minutes and/or database queries generated by the Customer’s calls or messages, which traverse over Company facilities.

Toll VoIP-PSTN Traffic: The term “Toll_VoIP-PSTN Traffic” denotes a Customer’s interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. “Toll VoIP-PSTN Traffic” originates and/or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible customer premises equipment.

Wire Center: A wire center is a building in which central offices, used for the provision of Telephone Exchange services, are located.

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

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

The Company undertakes to furnish switched and/or dedicated access communications service pursuant to the terms of this tariff.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)****2.2.1** The customer shall be responsible for, (Cont'd.)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)**

- 2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.3 Claims of Misuse of Service**

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

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

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment for Service**

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Allowance for Interruptions in Service**

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**PROVISION OF SERVICE AND FACILITIES****2.8 Unlawful Use of Service**

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Telephone Solicitation by Use of Recorded Messages**

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.12 Individual Case Basis (“ICB”) Offerings

2.12.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Determination of InterMTA and IntraMTA Traffic**

- 2.13.1** CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is IntraMTA or InterMTA. The report will also detail what percentage of the InterMTA traffic is Intrastate and what percentage is Interstate (PIU).
- 2.13.2** Reports regarding the percentages of IntraMTA or InterMTA traffic (and Intrastate or Interstate jurisdiction of InterMTA traffic) shall be based on reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures, and other information related to the traffic originated by the CMRS provider and terminated by the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as it is necessary to determine amounts payable under this tariff.
- 2.13.3** If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent IntraMTA of 50% and a default PIU of 50% on all such InterMTA traffic, on all traffic originated by CMRS provider for termination by the Company.

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

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-way communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Notwithstanding the above language, Company may provide only a portion of Switched Access Service. Company is only responsible for the portions of the service it provides. For purposes of clarity, Customer may not withhold payment from Company for the portions of the service Company provides based on any dispute Customer may have with another carrier for the services such carrier may provide.

3.2 Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

3.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem and End Office switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via SS7 links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.1 Feature Group D (FGD) Access (Continued)**

The uniform access code for FGD switching is 101XXXX. No access code is required for calls to a Customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IXC) Subscription.

When no access code is required, the number dialed by the Customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP).

For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01.

8XX Data Base Query Service, which is available to all Customers, provides trunk-side equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, and/or subsequent toll-free area codes.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this tariff. Services provided on an Incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates section, below.

3.2.2 Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.3 Rate Categories**

The following categories apply to Switched Access Service.

1. Carrier Common Line
2. Local Switching
3. 8XX Data Base Query
4. Switched Transport

Definitions of Switched Access Service Rate Categories

3.2.3.1 Carrier Common Line

Carrier Common Line: The Carrier Common Line rate category provides for the use of Channels, and any associated End Office termination functions, by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service under this Tariff to Company End Office(s) or VoIP Provider End Office equivalents.

Limitations:

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

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.3 Rate Categories (Continued)****3.2.3.2 Local Switching**

- a. End Office Switching: End Office Switching provides for the use of the Company End Office switching functions. , i.e., the common switching functions associated with the various Switched Access Service arrangements. The End Office Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing the end office.
- b. End Office Shared Port: The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to the end office. If tandem routing is being utilized to a remote switching system (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the remote switching system.

3.2.3.3 8XX Data Base Query

When an 8XX + NXX + XXXX call is originated by an End User or delivered by a connecting carrier to the Onvoy network unqueried, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Vertical Query includes the Basic Query function plus such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 8XX series numbers; alternate POTS translation where End Users can vary the routing of the 8XX calls based on time of day, place, etc.; and multiple carrier routing.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.3 Rate Categories (Continued)****3.2.3.4 Switched Transport**

The Switched Transport Rate Category provides for access tandem and transport service between local exchange carriers (LEC) and IXC Customers. The Switched Transport Rate Category is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. The Switched Transport Rate Category provided under this tariff covers the use of the Company's Access Tandem and Transport Facilities. In addition, it covers the switched transport between an End Office and a Company POI. The following rate elements comprise the Switched Transport Rate Category and are applied on a per-minute basis.

- a. **Tandem Switching:** Tandem Switching is a per-minute of use rate element assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company End Offices as well as for non-Company end offices which subtend the Company tandem. In addition to the tandem switching functions, the Tandem Switching rate element includes the transport from a Company POI to the Company access tandem.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.3 Rate Categories (Continued)****3.2.3.4 Switched Transport (Continued)**

- b. Tandem Switched Transport: Tandem Switched Transport is comprised of a Tandem Switched Transport Termination rate and a Tandem Switched Transport Facility rate. Both rate elements apply for the transmission facility between an End Office and the Company POI. This consists of circuits used in common by multiple Customers.

The Tandem Switched Transport Termination rate element covers the circuit equipment at the end of the transmission facilities. For Tandem Switched Transport Termination, the amount billed will be the product of the quantity of Access Minutes multiplied by the Tandem Switched Transport Termination rate. The Tandem Switched Transport Termination charge will be applied for each location where the Company provides termination.

The Tandem Switched Transport Facility rate element provides for the transmission facilities, including intermediate circuit equipment between an End Office and a Company POI or Access Tandem. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.3 Rate Categories (Continued)****3.2.3.4 Switched Transport (Continued)****b. Tandem Switched Transport (Continued)**

For Tandem Switched Transport Facility, the amount billed will be the multiplication product of:

- Airline miles between the end office and the POI or tandem
- By the Billing Percentage (BP) provided by the Company transport facility
- By the Quantity of Access Minutes
- By the Tandem Switched Transport Facility rate

The resulting amount is the Company's Tandem Switched Transport Facility charge. The Tandem Switched Transport Facility charge will be applied for all routes where the Company provides the Transport Facility between the POI or tandem and a subtending End Office where the call originates or terminates.

The mileage to be used to determine the Tandem Switched Transport Facility rates are calculated on the airline distance between the End Office switch where the call originates or terminates and the Company POI. The V&H coordinates method is used to determine mileage. This method is set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4 for Wire Center Information.

If the Company provides a portion of the transport mileage between the POI or Access Tandem and the End Office, to a Meet Point (MP) with another Exchange Carrier, the mileage to be used in the above charge is calculated on the airline distance between the Company POI and the Meet Point with the other Exchange Carrier. The interconnection Meet Points (MP) will be determined by the Exchange Carriers involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4. Should any changes be made to the Meet Point billing with the Company arrangements as set forth, the Company will give affected Customers 30 days notice.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.3 Rate Categories (Continued)

3.2.3.4 Switched Transport (Continued)

b. Tandem Switched Transport (Continued)

If the End Office and the Company POI or Access Tandem are in the same wire center building, then no mileage component applies, and no Tandem Switched Transport Facility charge applies. When the End Office is not located in the same wire center building as the Company POI or Access Tandem, mileage measurement is calculated using the V&H coordinates method as described above. The mileage rates are shown in Section 3.8.4 in terms of per mile per access minute. The amount to be billed shall be the product of the number of miles multiplied by the per mile rate multiplied by the number of access minutes.

A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the End Office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.13.

The terminating Tandem-Switched Transport rate schedules are bifurcated into "Standard" and "Affil PCL" rates. The Affil PCL terminating Tandem-Switched Transport rates¹ apply to terminating traffic traversing a Company tandem switch when the terminating carrier is a Company-affiliated price cap carrier. All other terminating Tandem-Switched Transport traffic is subject to the Standard terminating Tandem-Switched Transport rates.²

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c. Common Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the End Office side of the Access Tandem when transport is provided between the Access Tandem and the subtending End Offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per-MOU basis, and is in addition to Tandem Switched Transport charges.

d. Dedicated Tandem Trunk Port: A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the serving wire center side of the access tandem.

¹ Affil PCL terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are subject to the step down specified in FCC Rules 51.907(g)(2) and 51.907(g).

² Standard terminating Tandem-Switched Transport rates are benchmarked to the price cap LEC rates which are not subject to the step down specified in FCC Rules 51.907(g)(2) and 51.907(g).

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Material previously located on this page now appears on Page 36.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.4 Customer Options to Connect to Company Tandem

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A Customer can connect to the Company’s Access Tandem by one of two methods: directly to a Company Access Tandem or to a Company’s Point of Interconnection (POI).

3.2.5 Company POI Locations and Access Tandems

Company POI CLLI Codes and Access Tandems can be found on the Company website: www.onvoy.com.

3.2.6 Acceptance Testing

At no additional charge, the Company will, at the Customer’s request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

3.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Section 4 and provided in MECOD. Also included in that section are other charges which may be associated with ordering Switched Access Service.

3.2.8 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific Customers on a case by case basis under individual contract.

Material appearing on this page was previously located on Page 35.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.9 Common Channel Signaling Service****3.2.9.1 SS7 Standard**

Common Channel Signaling (CCS) is a protocol suite that allows for out-of-band signaling for voice and data message services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital data network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPs of the mated pair. The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call set-up and tear-down. This type of signaling allows a Customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transaction Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 8XX DB and LNP query service.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Provision and Description of Switched Access Service Arrangements (Continued)****3.2.9 Common Channel Signaling Service (Continued)****3.2.9.2 B-Link Connectivity**

The Company requires Customers to establish B-Link Connectivity upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-Links) provides a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the Customer must provide a telecommunication facility or link that provides a bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

3.2.10 Miscellaneous Services

3.2.10.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for Intrastate interLATA calls, Intrastate intraLATA calls and Interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D switched access service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional changes in selection a non-recurring charge applies as set forth in Section 3.8.4, Rates and Charges.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Obligations of the Company**

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications 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 delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.6.1.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.4 Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

3.4.1 Report Requirements

When a Customer orders Switched Access Service for both Interstate and Intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.13. Charges will be apportioned in accordance with those reports. The method to be used for determining the Interstate charges is set forth therein.

3.4.2 Supervisory Signaling

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

3.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

3.5 Switched Access Rate Categories

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

3.5.1 Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

3.5.2 Usage Rates

Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.

3.5.3 Non-Recurring Charges

Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.6 Application of Rates****3.6.1 8XX Database Query, Vertical Query Charge**

The Vertical Query Charge applies for the translation of a specific 8XX number to a ten digit telephone number on a per query basis.

3.7 Billing of Access Minutes

3.7.1 When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.8 Rates and Charges

3.8.1 Carrier Common Line

<u>Originating</u>	<u>Terminating</u>
\$0.0212070	\$0.000000

3.8.2 Local Switching

	<u>Originating</u>	<u>Terminating</u>
End Office Switching	\$0.003000	\$0.000000
Common Trunk Port	\$0.001688	\$0.000000

3.8.3 8XX Data Base Query Service

8XX Database Query Service

Number Delivery	\$0.003080
Vertical Feature Package (rate applies in addition to number delivery charge)	\$0.000327

3.8.4 Switched Transport Service

	<u>Originating</u>	<u>Terminating</u>	
Tandem Switching ₂ per Minute			
Standard	\$0.000974	\$0.001574	(T)
Affil PCL	\$0.000974	\$0.000000	(R) (T)
Interconnection Charge ₂ per Minute	\$0.000000	\$0.000000	
Tandem Switched Transport Termination, per minute	\$0.000000	\$0.000000	
Tandem Switched Transport Facility ₂ per Minute per Mile			
Standard	\$0.000002	\$0.000002	(T)
Affil PCL	\$0.000002	\$0.000000	(T)
Common Transport Multiplexing	\$0.000000	\$0.000000	
Dedicated Tandem Trunk Port, Monthly per DS1 (\$12.50 per trunk)	\$300.00	\$300.00	

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SECTION 4 - ORDERING OPTIONS**4.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

4.1.1 Ordering Conditions

The Company may require an ASR for services offered under this tariff. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.1 General****4.1.2 Provision of Other Services**

Unless otherwise specified herein, services offered under this tariff shall be ordered with an ASR. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 4.2.8 following will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order****4.2.1 Access Order**

Unless service is constructively ordered as described in Section 4.1, an ASR is required by the Company to provide a Customer with Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under Section 4.2.8 following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or Order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

4.2.2 Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Meet point billing applies when more than one Exchange Carrier is involved in the provision of Access Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). This method allows each provider to bill for the services it provides within the Multiple Bill option when there are more than two companies providing access service. Each provider's Tariff or contract rates apply.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.3 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- * Standard Interval
- * Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

4.2.3.1 Standard Interval

The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

4.2.3.2 Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- b. There is no existing facility connecting the Customer Premises with the Company; or
- c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- d. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.4 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

4.2.4.1 Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under Section 4.2.8 following.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.4 Access Service Request Modifications (Continued)****4.2.4.2 Design Change Charge**

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth under Section 4.2.8 following, are in addition to any Service Date Change Charges that may apply.

4.2.4.3 Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.4 Access Service Request Modifications (Continued)****4.2.4.3 Expedited Order Charge (Continued)**

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4.2.8 following.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.5 Cancellation of an Access Service Request**

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 4.2.8 following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.6 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

4.2.6.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:

- a. A change in the identity of the Customer of record;
- b. A move by the Customer to a different building;
- c. A change in type of service;
- d. A change in Switched Access Service Interface (i.e., DS1 or DS3);
- e. A change in Switched Access Service Traffic Type;

4.2.6.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

4.2.7 Miscellaneous Service Order Charge

The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand-by Repair
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service

SECTION 4 - ORDERING OPTIONS, (CONT'D.)

4.2 Access Order (Continued)

4.2.7 Miscellaneous Service Order Charge (Continued)

The charge does not apply to the following services since there would exist a pending service order.

- Additional Engineering
- Overtime Installation
- Stand-by Acceptance Testing
- Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing

SECTION 4 - ORDERING OPTIONS, (CONT'D.)**4.2 Access Order (Continued)****4.2.8 Charges**

	Non-Recurring Charge
1. Access Order Charge	\$89.00
2. Service Date Change Charge	\$100.00
3. Design Change Charge	\$100.00
4. Expedited Order Charge	\$114.00
5. Cancellation Charge	\$50.00
6. Miscellaneous Service Order Charge, per occurrence	\$50.00
7. Line or Trunk Installation, per DS1	\$250.00