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SECTION 1: SERVICE DESCRIPTIONS

1.1 Tandem Service

- 1.1.1 Tandem Services are comprised of Transit and Access Services.
- 1.1.2 All facilities installed for provisioning Tandem Services are bi-directional, two-way in nature, unless expressly agreed to by the Telephone Company. Customer ordering Transit Service agrees to accept additional facilities to accommodate traffic volume at reasonable fill rates.
- 1.1.3 Customer must be authorized to send traffic to third party Interconnected Telecommunications Carriers prior to delivering traffic to such parties using the Tandem Service.
- 1.1.4 In the event Customer sends traffic through the Telephone Company to a carrier with whom customer does not have a traffic exchange agreement, Customer will indemnify the Telephone Company against any and all charges levied by such third party carrier, including any charges related to such traffic and any attorneys fees and expenses.
- 1.1.5 The Telephone Company will bill its respective portion of the charges directly to the Customer, and will not function as a billing intermediary, e.g. clearinghouse.
- 1.1.6 The Terminating Carrier shall not bill the Telephone Company for terminating any Tandem Service traffic, whether identified or unidentified, i.e. whether the Telephone Company is sent CPN or is not sent CPN by the Originating Carrier.
- 1.1.7 For Access traffic routed from or to Non-Carriers, the Company will function as an End Office provider rather than as an Access Tandem provider.

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SECTION 1: SERVICE DESCRIPTIONS

1.1 Tandem Service (Cont'd)

- 1.1.9 Except in the event of circumstances involving interference or impairment of services, which may warrant less notice, if a customer fails to comply with the provisions of this Rate Schedule or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on fourteen (14) days written notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. Telephone Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Telephone Company or Interconnected Carriers.

If the Telephone Company does not refuse additional applications for service on the date specified in the fourteen (14) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service by the non-complying customer without further notice.

- 1.1.10 If the Telephone Company discontinues service, it will no longer route any traffic that uses the customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic. In the case of such discontinuance, all applicable charges, including termination charges, if any, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the fourteen (14) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.
- 1.1.11 If the Company refuses or discontinues providing service pursuant to this Rate Schedule or the Customer elects to discontinue receiving service pursuant to this Rate Schedule, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, the Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company while the Company and Customer negotiate a termination agreement to govern the interconnections. The Company will be responsible for all costs associated with delivering traffic to the existing point of interconnection. These terms will continue to apply until such time as a termination agreement under which the Customer will receive traffic from the Company becomes effective. The Customer and the Company will use their best endeavors to resolve promptly and in good faith all outstanding issues in the negotiation of such an agreement, and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the negotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures. For purposes of this provision, "providing/receiving service pursuant to this Rate Schedule" includes services that are provided under a separate written agreement that only incorporates the General Regulations section of this Rate Schedule.

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SECTION 1: SERVICE DESCRIPTIONS

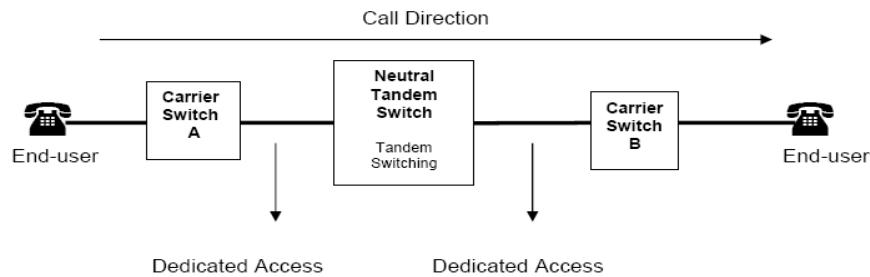
1.2 Transit Service

1.2.1 Transit Service allows an Originating Carrier to send all Section 251 (b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic (not delivered via IXC), and/or CMRS IntraMTA Traffic to a Terminating Carrier through the Telephone Company tandem. A Transit rate element applies to all MOUs transmitted over the Telephone Company network. The Originating Carrier is responsible for payment of the appropriate rates unless otherwise specified. Transit Service does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services. Notwithstanding any other provision, Customer appoints Telephone 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.

At the request of the Customer, Telephone Company will provide electronic terminating Transit billing records to the Customer to assist in their billing process. The records will be provided in standard EMI format and will be delivered to the Customer either weekly or monthly utilizing an electronic delivery method negotiated on a case by case basis. Rates are listed in section 2.1.

1.2.2. Transit Diagram

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



1.2.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.

1.2.4 Customer, the Originating Carrier, will be charged a Tandem Transit MOU charge for all Transit traffic delivered to the Telephone Company, including On-Net and Off-Net traffic, except as provided in 1.2.5 below. The Tandem Transit MOU charge may differ based on the Exchange of the terminating number.

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SECTION 1: SERVICE DESCRIPTIONS

1.2 Transit Service (Cont'd)

1.2.5 If the Company re-routes an On-Net call to an Alternate Transit Tandem due to a third party failure or insufficient capacity on the Telephone Company network to terminate the call, the Customer may be charged a tandem transit MOU charge by the Alternate Transit Tandem Company. If the Customer is charged a tandem transit MOU charge by the Alternate Transit Tandem Company, the Customer will not be charged a Tandem Transit MOU by the Company. If the Company is billed by the Alternate Transit Tandem Company for that traffic, then the Company will charge Customer the same Tandem Transit MOU charge that the Company is billed by the Alternate Transit Tandem Company.

1.2.6 Transit Service shall be on a Meet Point Billing (“MPB”) basis, with the Terminating Carrier and the Telephone Company billing their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.

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SECTION 1: SERVICE DESCRIPTIONS

1.3 Access Service

1.3.1 Access Service enables Interconnected Carriers or the Company to originate Toll Service to Toll Service providers and Toll Service providers to terminate Toll Services to Interconnected Carriers or the Company. Access Services do not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

Access Service for traffic originating to Toll Service providers can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

Access Service for traffic terminating to Interconnected Carriers or Company End Office can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

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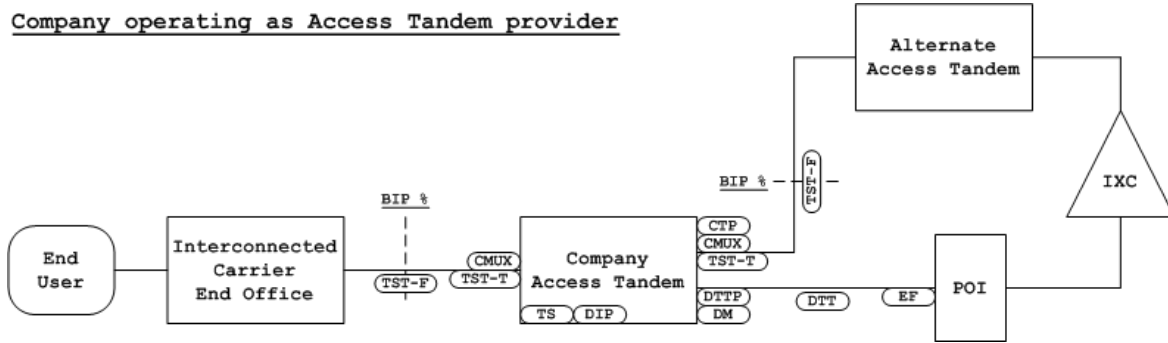
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SECTION 1: SERVICE DESCRIPTIONS

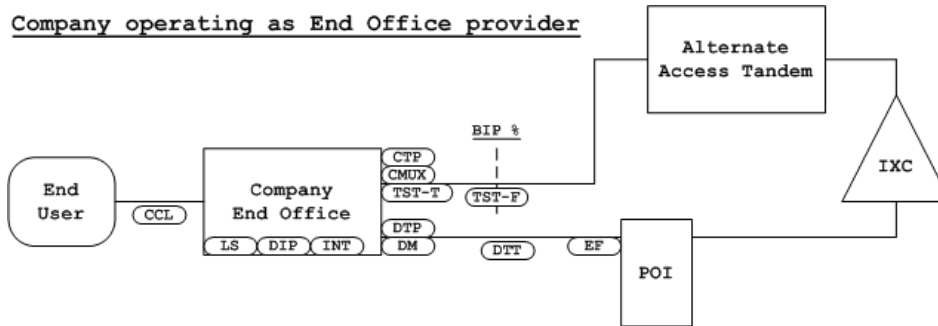
1.3 Access Service (cont'd)

1.3.2 Access Diagrams

Company operating as Access Tandem provider



Company operating as End Office provider



Element	Element Description
DIP	Database Query Charge (where it occurs)
CCL	Carrier Common Line
LS	Local Switching
INT	Interconnection
CTP	Common Trunk Port
TST-T	Tandem Switched Transport – Termination
TST-F	Tandem Switched Transport – Facility
CMUX	Common Transport Multiplexing
TS	Tandem Switching
DTP	Dedicated Trunk Port
DTTP	Dedicated Tandem Trunk Port
DM	Dedicated Multiplexing
DTT	Direct-Trunked Transport (fixed and per mile)
EF	Entrance Facility

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SECTION 1: SERVICE DESCRIPTIONS

1.3 Access Service (Cont'd)

- 1.3.3 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.
- 1.3.4 In addition to all applicable nonrecurring and monthly recurring charges, Customer for Access Service will be charged a MOU charge for all Access Service traffic delivered to or from the Telephone Company.
- 1.3.5 Customer for Access Service is the Toll Service provider.
- 1.3.6 Access Service shall be on a Meet Point Billing (“MPB”) basis, with all applicable carriers billing their respective portions of the charges directly to the Toll Service provider, and the Telephone Company will not be required to function as or use a billing intermediary, e.g. clearinghouse.
- 1.3.7 The rates charged for Switched Access elements identified herein are applied in a manner such that the rate charged by the Company reasonably approximates the rate charged by the relevant Incumbent Local Exchange Carrier for each Switched Access element.

1.4 Collocation

Rates and charges for the individual collocation arrangements are contained in Section 2.3.

1.4.1 General

- (A) Collocation provides for access to central office cross connect points that will serve as a point of interconnection for the exchange of traffic with the Telephone Company.
- (B) Connection to physical collocation or cageless collocation is available through fiber optic facilities, or leased facilities of a third party.

1.4.2 Forecasting and Forecast Requirements

- (A) Forecast Requests - The Telephone Company will request from the Customer, forecasts on a semiannual basis, with each forecast covering a two-year period. The Customer will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, and square footage required. For augments, the Customer may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.
- (1) If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Customer to determine the required space to be conditioned.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.2 Forecasting and Forecast Requirements (Cont'd)

(A) Forecast Requests (Cont'd)

- (2) If the Telephone Company commits to condition space based on forecasts, Customer will give the Telephone Company a non-refundable deposit equal to the application fee.
- (3) The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites.
- (4) The Telephone Company will consider forecasts in staffing decisions.
- (5) The Telephone Company will enter into planning discussions with forecasting Customer to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

(B) The Telephone Company will aggregate data received in Customer forecasts and provide Customer with information which includes the central offices requested, the number of applications for each central office, and any previously known space constraints.

(C) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason).

(D) Interval adjustments will be discussed with the Customer at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:

- (1) No Forecast Received—Interval start date commences two months after application receipt date.
- (2) Forecast Received One Month or Less Prior to Application Receipt Date - Interval start date commences two months after application receipt date.
- (3) Forecast Received Greater than One Month and Less Than Two Months Prior to Application Receipt Date - Interval start date commences one month after application receipt date.
- (4) Forecast Received Two Months or More Prior to Application Receipt Date - Interval start date commences on the application receipt date.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.2 Forecasting and Forecast Requirements (Cont'd)

- (E) The Telephone Company will inform all forecasting Customers of the total square footage available and the total number of Customers requesting space in that central office. The Telephone Company will offer each Customer an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The Customers will have one month to respond. If a Customer does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond
- (F) If there is not enough space available to provide all requesting Customers with a minimum configuration (i.e., 25 square feet), a drawing for the space will be held. The Telephone Company will inform each Customer of the number of requesting Customers and the quantity of Customers that can be accommodated in the available space. The Telephone Company will request applications immediately, with appropriate fees, to enter the drawing. Each Customer will have one month to respond or be ineligible for the drawing. Applications and associated fees will be returned to those not selected in the drawing.

1.4.3 Termination of Arrangement

- (A) The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the Customer of such termination immediately after it receives notice of the taking. The Customer shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination
- (B) If at anytime the Telephone Company reasonably determines that any Customer's facilities or equipment or the installation of the Customer's facilities or equipment does not meet the requirements of these terms and conditions, the Customer will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the Customer fails to correct any non-compliance with these standards within 15 days' written notice, the Telephone Company may have the facilities or equipment removed or the condition corrected at the Customer's expense, subject to the collocation dispute resolution procedures.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.3 Termination of Arrangement (Cont'd)

- (C) If the Telephone Company reasonably determines that any Customer's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The Customer will be charged for any costs incurred as a result of such actions.
- (D) The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
- (1) Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on 30 days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution.
 - (2) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - (3) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (E) Grounds for Termination by the Telephone Company - The Telephone Company reserves the right to inspect the Customer's collocation arrangement to determine if the collocation arrangement is being used for interconnection. If the Telephone Company determines that the collocation arrangement is not being used for, the Telephone Company reserves the right to terminate the Customer's collocation service upon thirty (30) calendar days notice. If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 1.4.3.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.3 Termination of Arrangement (Cont'd)

(F) Termination by the Customer - A Customer must notify the Telephone Company in writing of its plans to terminate a collocation arrangement ("Customer Termination Notice"), and such Customer termination shall be governed by this Section 1.4.3.

(1) Termination After Completion If a Customer elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company's receipt of the Customer Termination Notice.

If Customer terminates a collocation arrangement under this section, the termination shall be governed by Section 1.4.3 and the Customer remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 1.3. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the Customer shall include a list of any such owners and secured parties in the Customer Termination Notice.

(2) Termination Prior to Completion If the Customer elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company's receipt of the Customer Termination Notice. Application fees submitted will not be refunded. The Customer Termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

(G) Effect of Termination If the Telephone Company or Customer terminates a collocation arrangement under this Rate Schedule, the following provisions shall apply:

(1) Equipment Removal and Monthly Recurring Charges - The Customer shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the Customer of all its equipment from the collocation space, if the Customer does not restore the collocation space to its original condition at time of occupancy, the Customer will reimburse the Telephone Company for the cost to do so.

Due to physical and technical constraints, removal of the Customer's cables will be at the Telephone Company's option. The Telephone Company reserves the right to remove the Customer's equipment if the Customer fails to remove and dispose of the equipment by the effective date of the termination. The Customer will be charged the appropriate additional labor charge in Section 1.3 for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to the Customer until the effective date of the termination or, at the Telephone Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.4 Notices

- (A) Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.
- (B) Notice shall be given to the Telephone Company's Vice President – Regulatory, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, One South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

- (C) Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

1.4.5 Collocation Capacity

- (A) Telephone Company Capacity - The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting Customers. If the Telephone Company and the Customer fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand.
- (B) Vendor Delays - No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.5 Collocation Capacity (Cont'd)

- (C) Vendor Capacity - The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share Customer actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

Customers may also contract with Telephone Company approved vendors directly for a variety of the functions required. Customers can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.

1.4.6 Implementation of Collocation Charges

- (A) The Telephone Company shall provide the Customer with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the Customer of the Scheduled Completion Date and request the Customer to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the Customer to utilize the completed collocation arrangement.
- (1) Collection of Non-Recurring Charges - The Customer shall have ten business days from the receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation service. The balance of the NRCs ("NRC Balance") will be billed to the Customer upon Customer's acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.
- (2) Commencement of Recurring Charges - Monthly recurring charges will commence upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 1.4.3.

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SECTION 1: SERVICE DESCRIPTIONS

1.4 Collocation (Cont'd)

1.4.6 Implementation of Collocation Charges (Cont'd)

(A) (Cont'd)

(3) Extension Request - A Customer may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A Customer electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the Customer must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the Customer or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the Customer terminates its collocation arrangement, the termination shall be governed by Section 1.4.3.

(B) If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's Customer's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original Customer that its collocation space has been requested by another Customer. The original Customer will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original Customer retains the collocation space, monthly recurring charges shall commence for the original Customer thirty (30) calendar days after the original Customer sends the Retention Notice or when the original Customer accepts the space, whichever comes first.

1.4.7 Closure, Decommissioning or Sale of Premises

(A) Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Telephone Company's network facilities. At least one hundred eighty (180) days written notice will be given to the Customer of events which may lead to the automatic termination of any such arrangement pursuant to this Rate Schedule, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Customer as soon as practicable. The Telephone Company will work with the Customer to identify alternate collocation arrangements. The Telephone Company will work cooperatively with the Customer to minimize any potential for service interruption resulting from such actions.

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SECTION 2: RATES AND CHARGES

2.1	Transit Service Charges		<u>Usage Charge</u>
2.1.1	Tandem Switching - Per minute of use		
	- Day (Monday-Friday) (8AM to, but not including 5PM)		\$0.001922
	- Evening (Sunday-Friday) (5PM to, but not including 11PM)		\$0.002089
	- Night & Weekend (Sunday-Thursday 11PM to, but not including 8AM of the following day, and from 11PM Friday to, but not including 5PM Sunday)		\$0.000684
2.1.2	Database Charge LNP Query - per query		\$0.002002
2.1.3	Blocked Call Charge Per Blocked Call		\$0.001880
			<u>Monthly Recurring Charge</u>
2.1.4	Transit Dedicated Transport Facility		
	Per DS1 - First 5 miles		\$210.00
	Per DS1 - Each additional mile		\$ 15.00
2.1.5	Trunk Group Charge		
	First trunk group		\$ 00.00
	Each additional trunk group		\$ 50.00
2.1.6	Billing Records Charge – Per Market		\$250.00
		<u>Nonrecurring Charge</u>	
2.1.7	Transit Service Non-Recurring Charges		
	Per Market - Billing Records Charge	\$500.00	
	Per Service Order Fee:	\$ 50.00	
	Per Reconfiguration:	\$150.00	
	Install (per DS1)	\$885.00	

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SECTION 2: RATES AND CHARGES

2.2 Access Service Charges

		<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>	
2.2.1	Entrance Facility			
	Entrance Facility - (DS3)	-----	\$2,310.00	
	Entrance Facility - (DS1)			
	- first	\$618.09	\$190.00	
	- add'l	\$353.52	\$190.00	
2.2.2	Direct-Trunked Transport – Fixed			
	Direct-Trunked Transport – Fixed per DS3	-----	\$825.00	
	Direct-Trunked Transport – Fixed per DS1	-----	\$70.00	
2.2.3	Direct-Trunked Transport – Per Mile			
	Direct-Trunked Transport – Per Mile (DS3)		\$161.25	
	Direct-Trunked Transport – Per Mile (DS1)		\$20.45	
2.2.4	Dedicated Multiplexing		\$775.00	
2.2.5	Dedicated Trunk Port, per DS1		<u>Originating</u> \$0.00	<u>Terminating</u> \$163.92 (R)
2.2.6	Dedicated Tandem Trunk Port, per DS1		\$0.00	\$0.00
			<u>Usage Charge</u>	
			<u>Originating</u>	<u>Terminating</u>
2.2.7	Tandem Switching, per minute of use		\$0.0005030	\$0.0005030
2.2.8	Tandem Switched Transport - Termination per minute of use		\$0.0007160	\$0.0000000
2.2.9	Tandem Switched Transport – Facility per minute of use per mile		\$0.0000040	\$0.0000030
2.2.10	Common Transport Multiplexing (DS3/DS1) per minute of use		\$0.0000000	\$0.0000000

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SECTION 2: RATES AND CHARGES

2.2 Access Service Charges

		<u>Nonrecurring Charge</u>	<u>Usage Charge</u>	
			<u>Originating</u>	<u>Terminating</u>
2.2.11	Common Trunk Port Per minute of use		\$0.0000000	\$0.0000000
2.2.12	Local Switching Per minute of use		\$0.0019340	\$0.000700 (R)
2.2.13	Carrier Common Line Per minute of use		\$0.0264940	\$0.0000000
2.2.14	Interconnection Charge Per minute of use		\$0.0000000	\$0.0000000
2.2.15	Database Charges			
	LNP Query - per query		\$0.0020020	
	800 Query			
	Basic, per query		\$0.0039810	
	POTS translation, per query		\$0.0015800	
2.2.16	Blocked Call Charge Per Blocked Call		\$0.001880	
2.2.17	Access Service Installation Charges			
	Per Service Order Fee:	\$50.00		
	Per Reconfiguration:	\$150.00		
	Install (per DS1)	\$885.00		

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SECTION 2: RATES AND CHARGES

2.3 Collocation Charges	<u>NRC</u>	<u>Monthly</u>
2.3.1 Application Fees		
Initial	\$5,000.00	
Subsequent	\$5,000.00	
Augment	\$2,500.00	
2.3.2 Engineering and Implementation		
Initial Arrangements	\$3,436.00	
Subsequent Arrangements	\$1,898.00	
Cage Expansion and Additional Cable	\$3,542.00	
Additional Cabling	\$1,334.00	
Power Augment Only	\$1,334.00	
Cabling Plus Equipment – Cageless	\$9,505.79	
Cabling Only – Cageless	\$7,320.29	
2.3.3 Site Survey/Report		
Per request	\$1,557.45	
2.3.4 SAC Cable and Frame Termination		
DS1 - Per 28 – DCS	\$2,103.03	
DS1 - Per 28 – DCS		\$400.47
Per DS3/STS-1 – DSX	\$521.29	
Per DS3/STS-1 – DSX		\$20.24
2.3.5 Land and Building		
25 Square Feet		\$465.40
100 Square Feet		\$984.50
300 Square Feet		\$2,416.50
Additional 20 Square Feet		\$143.20

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SECTION 2: RATES AND CHARGES

2.3 Collocation Charges (Cont'd)

	<u>NRC</u>	<u>Monthly</u>
2.3.6 Heating, Ventilation and Air Conditioning Per 10 load amps		\$7.03
2.3.7 Escorting Per technician, per 1/4 hour or fraction	\$15.09	
2.3.8 DC Power Cabling and Fusing Charge Installation of 60 Amp Ampacity DC Power Feed -Customer Selected Fuse Size: Up to 60 Amps – Per Feed	\$960.00	
2.3.9 DC Power Per number of load amps requested		\$19.64
2.3.10 DC Power Feed Augment Load Amp Augment Per Collocation Arrangement	\$200.00	
Over Current Protector Augment Per Feed	\$425.00	
2.3.11 Shelf, Bay Installation - Per shelf Per quarter equipment bay or fraction thereof	\$1,287.36	\$12.44
2.3.12 Additional Labor Charges		

Labor Rates	Time	Minimums	Billing Increments	Rate
Standard Business Hours	8am - 5pm (Local Time)	1 hour	Hour	\$100 per hour
After Hours	5pm - 8am (Local Time)	1 hour	Hour	\$200 per hour
Saturday, Sunday and Holidays	-----	2 hour	Hour	\$250 per hour

2.4 Miscellaneous Charges

2.4.1 Bad Check Charges

The Company charges Customers **\$20.00** for checks that are returned.

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SECTION 3: SPECIAL ARRANGEMENTS

3.1 Special Construction

3.1.1 Basis for Charges

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

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

3.1.2 Basis for Cost Computation

The costs referred to in 3.1.1 preceding may include one or more of the following items to the extent they are applicable:

- (A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights of way;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) license preparation, processing and related fees;
- (F) tariff preparation, processing and related fees;
- (G) any other identifiable costs related to the facilities provided; or
- (H) an amount for return and contingencies.

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SECTION 3: SPECIAL ARRANGEMENTS

3.1 Special Construction (Cont'd)

3.1.3 Termination Liability

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

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
 - (2) license preparation, processing, and related fees;
 - (3) tariff preparation, processing, and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation is: (a) the sum of the amounts determined as set forth in Section 3.1.3(B) preceding, multiplied by (b) a factor related to the unexpired period of liability, multiplied by (c) the discount rate for return and contingencies. The amount determined in section 3.1.3(B) preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes

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SECTION 3: SPECIAL ARRANGEMENTS**3.2 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 Rate Schedule. Rates quoted in response to such competitive requests may be different than those specified for such services in this Rate Schedule. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. A summary of each ICB contract pricing arrangement offered pursuant to this section will be filed as an addendum to this Rate Schedule within 30 days after the contract is signed by both the Company and the Customer.

If the Company and a Customer enter into an ICB arrangement, the ICB arrangement may provide the Customer or the 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 Rate Schedule rates, subject to meeting any credit requirements of the Company in this Rate Schedule. Regardless, in an effort to preserve uninterrupted termination of traffic and to avoid unnecessary disruptions in PSTN calling, Customer will maintain the existing interconnections for the purpose of receiving traffic from the Company. The terms of the ICB arrangement applicable to the Customer's acceptance of traffic from the Company will continue to apply until such time as a successor termination agreement becomes effective. The Customer and the Company will use their best endeavors to resolve in good faith all outstanding issues in the renegotiation of a successor agreement and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the renegotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

3.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

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