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INTRASTATE ACCESS SERVICE

ONVOY, LLC

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REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

COMPETITIVE INTRASTATE ACCESS SERVICE

FURNISHED BY ONVOY, LLC

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IN THE STATE OF COLORADO

**This tariff (“Tariff”) contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Onvoy, LLC to Customers located within the State of Colorado. This Tariff is on file with the Colorado Public Utilities Commission. Onvoy’s Customer service: 1-800-933-1224. [www.onvoy.com](http://www.onvoy.com)**

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INTRASTATE ACCESS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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INTRASTATE ACCESS SERVICE  
EXPLANATION OF SYMBOLS

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

- C - Change in text due to a changed regulation, term, or condition, which does not affect rates. (T)
- D - Deleted or discontinued rate, regulation, term, condition or material. (T)
- I - To signify a change resulting in an increase to a rate. (T)
- M - Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes. (T)  
| (T)
- N - New Material, including new products, rates, terms or conditions. (T)
- R - To signify a change resulting in a reduction to a rate. (T)  
(D)
- T - Change in text but not change to rate, term , condition or charge. (T)

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INTRASTATE ACCESS SERVICE

SECTION 1 - APPLICATION OF TARIFF

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

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INTRASTATE ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company

A. Scope

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

B. Limitations

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

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INTRASTATE ACCESS SERVICE

SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

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

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

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

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

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

C. Liability

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



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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

C. Liability (Continued)

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

C. Liability (Continued)

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

D. Provision of Services

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

E. Installation and Termination of Services

The Intrastate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 5 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the customer's premises beyond such point of interconnection are the sole responsibility of the customer.

F. Service Maintenance

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

G. Changes and Substitutions

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

G. Changes and Substitutions (Continued)

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

H. Refusal and Discontinuance of Service

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

H. Refusal and Discontinuance of Service (Continued)

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

I. Notification of Service-Affecting Activities

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

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INTRASTATE ACCESS SERVICE

I. Undertaking of the Company (Continued)

J. Coordination with Respect to Network Contingencies

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

K. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the customer.

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**INTRASTATE ACCESS SERVICE****II. Use****A. Interference or Impairment**

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

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INTRASTATE ACCESS SERVICE

II. Use (Continued)

B. Unlawful Use

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

III. Obligations of the Customer

A. Damages

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

B. Ownership or Control of Facilities and Theft

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

C. Availability for Testing

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



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INTRASTATE ACCESS SERVICE

III. Obligations of the Customer (Continued)

D. Balance

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

E. Design of Customer Services

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

F. Claims and Demands for Damages

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

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INTRASTATE ACCESS SERVICE

III. Obligations of the Customer (Continued)

G. Coordination with Respect to Network Contingencies

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

H. Jurisdictional Report Requirements (R)

(1) Jurisdictional Determinant: Interstate usage is developed as though every call that enters Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communications and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. When the Customer connects at the Company Access Tandem for traffic from an end office that is in a LATA with a Company POI, the Company POI represents the location where such calls enter the Customer network.. When a Customer connects at a Company POI, the Company POI represents the location where such calls enter the Customer network. When the Customer connects at the Company Access Tandem for traffic from an end office located in a LATA where there is no Company POI, the Company Access Tandem represents the location where such calls enter the Customer network.

(2) Jurisdictional Requirements

- (a) The Customer must indicate a projected Percent of Interstate Use (PIU) factor by service ordered in a whole number (i.e., a number 0 -100) when ordering Switched Access Service.
- (b) For Switched Access Service access minutes, when the Company has sufficient information to determine the jurisdiction for the call pursuant to section 2. III. K(1), the Company will bill the call minutes of use according to that jurisdiction. The projected PIU factor will be used to apportion call minutes for which information was insufficient to determine the jurisdiction between interstate and intrastate jurisdictions.

When information is insufficient to determine the jurisdiction, and the Customer does not supply a projected PIU factor, calls will be billed using a PIU of (50% interstate and 50% intrastate).

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INTRASTATE ACCESS SERVICE

III. Obligations of the Customer (Continued)

H. Jurisdictional Report Requirements (R)

- (c) Effective on the first of January, April, July and October of each year, the Customer shall update the intrastate and interstate jurisdictional report/PIU factors. The Customer shall forward to the Company, to be received no later than fifteen (15) calendar days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except as set forth in (1) preceding where jurisdiction can be determined, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date in the following month (i.e., February, May, August and November) for that service. No prorating or backbilling will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as the provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service.
- (d) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company's request

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**INTRASTATE ACCESS SERVICE****III. Obligations of the Customer (Continued)****I. Traffic Information**

- (1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall mean information sufficient to jurisdictionalize traffic. Except where technically infeasible or prohibited by law, Signaling Data may include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) (“CPN”), (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) (“ANI”), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter (“JIP”) and (f) any other signaling data that affects the terminating Party’s ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly make any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer’s traffic, including prior traffic, will be re-rated to the highest rate. Upon request, the Company will provide to Customer available Signaling Data for traffic terminated to Customer.

Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call. If the Customer is passing Line Information but the Company is not properly receiving information, the parties will work cooperatively to correct the problem.

**J. Certification of Tandem Services as Switched Access**

- (1) When a Customer orders a Tandem Service from this tariff, the Customer shall certify in its order that the traffic it is sending via the Tandem Service meets the requirements for Call Classification as Switched Access Service. The Customer shall be responsible for advising the Company of any changes in such classification.

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INTRASTATE ACCESS SERVICE

III. Obligations of the Customer (Continued)

K. Exchange of Traffic and Information

- (1) All facilities interconnected to the Company by Customer shall be two-way in nature, unless agreed in writing by the Company. Customer shall accept both originating and terminating from the Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Company and for delivering traffic to the Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Company's network as referenced in Telecordia BOC Notes on LEC Network Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to proper address on its network. Customer shall exercise best efforts in responding to requests by the Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that the Company may share certain Customer information with other Customers of the Company for the purpose of providing service.

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INTRASTATE ACCESS SERVICE

(D)

IV. Payment Arrangements and Credit Allowances

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. Interest on deposits for 2010 is .63%.

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

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances(Continued)

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

- (2) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date is as follows:
- (a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.
- (b) All bills dated, as set forth in (a) preceding, for service provided to the customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer, the due date will be extended by the number of days the bill was delayed. Such a request of the customer must be accompanied with proof of late bill receipt.

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances(Continued)

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

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

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



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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances (Continued)

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

(2) (Continued)

(b) (Continued)

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

- (c) In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until ten (10) days after the payment date.
- (d) If the customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment.
- (e) When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances (Continued)

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

(2) (Continued)

- (f) The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest factor is one and one-half percent (1.5%) per month.
- (g) For billing disputes the Company shall undertake a prompt investigation appropriate to the case and report the results to the Customer. In the event of the dispute is not reconciled, the Company shall advise the Customer that an informal complaint may be registered with the Commission Staff or that a formal complaint may be filed with the Commission. The Customer can contact the Commission at:

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

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances.(Continued)

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

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

B. Minimum Periods

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

C. Cancellation of an Order for Service

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

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances.(Continued)

D. Credit Allowance for Service Interruptions

(1) General

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

(2) When A Credit Allowance Applies

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

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

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances.(Continued)

D. Credit Allowance for Service Interruptions

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

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

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INTRASTATE ACCESS SERVICE

IV. Payment Arrangements and Credit Allowances.(Continued)

D. Credit Allowance for Service Interruptions

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

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

E. Title or Ownership Rights

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

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INTRASTATE ACCESS SERVICE

SECTION 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 the Company 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.

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

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

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

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

Channel(s): An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

CMRS: Commercial Mobile Radio Service.

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.

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

(T)

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

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

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

End User: An End User is any customer of a telecommunications service from this tariff and is not a carrier.

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**INTRASTATE ACCESS SERVICE****SECTION 3. DEFINITIONS**

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

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

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

**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.

**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. The Company will file the ICB contract with the Colorado Public Utilities Commission.

**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.

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

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

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

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

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

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



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**INTRASTATE ACCESS SERVICE****SECTION 3. DEFINITIONS**

**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.

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

**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.).

**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:** PSTN refers to Public Switched Telephone Network.

(N)

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

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**INTRASTATE ACCESS SERVICE****SECTION 3. DEFINITIONS**

**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.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**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 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.

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INTRASTATE ACCESS SERVICE

SECTION 3. DEFINITIONS

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.

Switched Access Tandem: Switched Access Tandem refers to a Company switching system that provides a distribution function for Switched Access Service traffic between Telecommunications Carriers.

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

TDM: TDM refers to time division multiplexing. (N)

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

VoIP- PSTN Traffic: VoIP-PSTN Traffic is traffic exchanged between the Company and the Customer in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP) format. (N)

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

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

INTRASTATE ACCESS SERVICE

SECTION 4. SPECIAL ACCESS

I. General

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

II. Transmission Service

- A. Transmission Service is offered via the Company’s facilities for the transmission of one-way and two-way communications.
- B. Digital Channels over the Company’s Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

56.0 kbps (DS-0)  
1.544 kbps (DS-1)  
44.736 Mbps (DS-3)

Digital Channels operating at speeds other than those listed above may be provided at the Company’s option on an Individual Case Basis (ICB).

- C. Digital Channels furnished by the Company at 1.544 Mbps, interconnections to such Channels and equipment’s interfacing to such Channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

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INTRASTATE ACCESS SERVICE

II. Transmission Service (Continued)

D. Digital Channels furnished by the Company at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm  
Line Code: Bipolar with three-zero substitution (B3ZS)  
Line Impedance: 75 ohms (+) 5 percent unbalanced

III. Special Access Rates

A. Special Construction

1. Basis for Rates and Charges

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

2. 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 initial service term with respect to said specially constructed facilities.
- b. The amount of the maximum termination liability is equal to the rates and charges for the initial service term prorated for the unexpired period of liability.

INTRASTATE ACCESS SERVICE

III. Special Access Rates (Continued)

B. Rate Elements

1. General

Rates are composed of three elements which may apply to a Customer’s service, depending upon the specific service requested and its location.

- a. The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.
- b. The Channel mileage rate elements are determined by the Vertical and Horizontal Coordinates (“V&H”) method. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- c. Optional Features for which charges are applied only if ordered.

C. DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

- 1. This service consists of making DS-1 capacity available on a dedicated access basis.

<u>DS-1 Rates</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-1 to Voice		ICB

INTRASTATE ACCESS SERVICE

III. Special Access Rates (Continued)

F. DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

1. This service consists of making DS-3 capacity available on a Dedicated access basis.

2. <u>DS-3 Rates</u>	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-3 to DS-1		ICB

IV. Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

Service Call Charge Rates

Basic	\$	15.00/ ½ hr.
Overtime	\$	20.00/ ½ hr.
Premium	\$	25.00/ ½ hr.

Basic rates apply Monday through Friday, 8:00 A.M. - 5:00 P.M. Overtime rates apply evenings and premium rates apply weekends and holidays.

V. Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. The Company will file the ICB contract with the Colorado Public Utilities Commission.

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**INTRASTATE ACCESS SERVICE****SECTOPM 5 – SWITCHED ACCESS****I. General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point 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.

**II. Provision and Description of Switched Access Service Arrangements**

Switched Access Service is provided in the following service type:

**A. 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 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.

The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customers by the Company. 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 (IC) 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.



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**INTRASTATE ACCESS SERVICE****SECTION 5 – SWITCHED ACCESS****II. Provision and Description of Switched Access Service Arrangements (continued)****B. 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.

**C. Rate Categories**

The following rate categories apply to Switched Access Service:

1. Local Switching
2. 8XX Data Base Query Service
3. Switched Access Tandem Services

**Definitions of Rate Categories**

1. Local Switching Charge: Provides for the use of the local end office switching, end user line termination and intercept functions.
2. 8XX Data Base Query Service

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. Records exchange, rating and billing for 8XX Data Base Query Service is subject to the provision on the MECAB when another LEC tandem is used to deliver traffic to the IXC.

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**INTRASTATE ACCESS SERVICE****SECTOPM 5 – SWITCHED ACCESS****II. Provision and Description of Switched Access Service Arrangements (Continued)****C. Rate Categories (Continued)**

3. **Switched Access Tandem Service**: Switched Access Tandem Service provides for access tandem and transport service between local exchange carriers (LEC) and IXC customers. Switched Access Tandem Service is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. Switched access tandem services provided under this tariff cover the use of the Company's Access Tandem. In addition, it covers the switched transport between an end office and a Company POI. The following services comprise Switched Access Tandem Service and are applied on a per-minute basis. If another LEC tandem is used to complete the calls to/from an IXC then all information necessary for billing, ordering and design coordination will be provided based on the standards in MECAB and MECOD to ensure jointly provided Access Services are installed, tested and turned up in a timely manner.
  - a. **Tandem Switching**: Tandem Switching is a per-minute of use rate 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. The tandem switching rate element covers the transport from a Company POI to the Company access tandem.
  - b. **Tandem Transport**: Tandem Switched Transport is comprised of a Tandem Transmission Termination rate and a Tandem Transmission 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 Transmission Termination rate provides for the circuit equipment at the end of the transmission facilities. The Tandem Transmission Facility rate provides for the transmission facilities, including intermediate circuit equipment between the end points of the interoffice switch. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method. If another LEC tandem is used to complete the calls to/from an IXC, then billing is based on standards of MECAB.

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.III.K.(1).

- c. **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.

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INTRASTATE ACCESS SERVICE

SECTOPM 5 – SWITCHED ACCESS

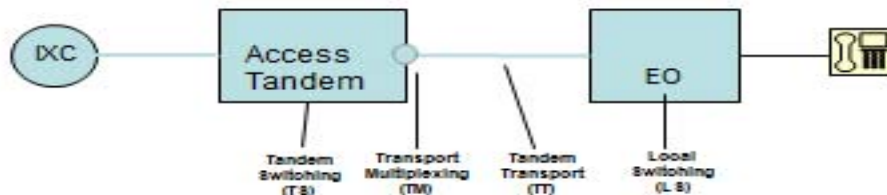
II. Provision and Description of Switched Access Service Arrangements (Continued)

(D)

D. Customer Options to Connect to Company Network

A Customer can connect to the Company’s access tandem by one of two methods: directly to the Company tandem or to a Company’s Point of Interconnection (POI). The following diagrams illustrate these options and the applicable rate elements.

(a) Direct connection to Company’s access tandem



(R)

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INTRASTATE ACCESS SERVICE

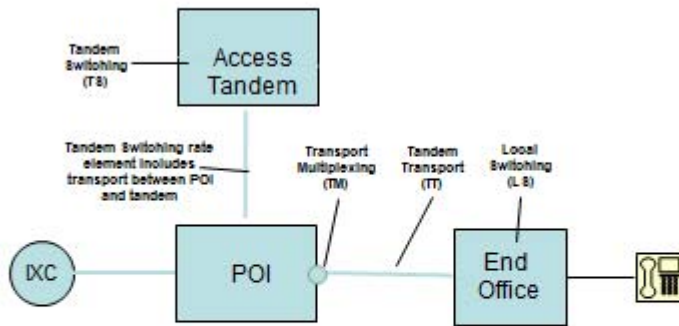
SECTOPM 5 – SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

D. Customer Options to Connect to Company Network

(b) Connection to Company’s POI:

(R)



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**INTRASTATE ACCESS SERVICE****SECTION 5 – SWITCHED ACCESS****II. Provision and Description of Switched Access Service Arrangements (Continued)**

E. Company POI Locations and Access Tandems: Company POI CLLI Codes and Access Tandems can be found on the Company website: [www.onvoy.com](http://www.onvoy.com).

F. 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.

G. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6 and provided in MECOD. Also included in that section are other charges which may be associated with ordering Switched Access Service.

H. 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. The Company shall file the contract with the Colorado Public Utilities Commission.

I. Common channel Signaling Service:

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.

J. Miscellaneous Services

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 5, VIII. Rates and Charges.

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**INTRASTATE ACCESS SERVICE****SECTION 5 – SWITCHED ACCESS****II. Provision and Description of Switched Access Service Arrangements (Continued)****I. Common Channel Signaling Service (Continued)**

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, 800DB and LNP query service.

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity with Onvoy 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.

J. Direct Connections: If a Switched Access Services Customer agrees to directly connect with the Company for the purpose of exchanging Switched Access traffic, such Customer will receive a ten percent (10%) discount off of the standard tariff rates established in Section 5 VIII of this tariff. Such discount will apply for a twelve month period against the tariff rates in effect at the time the Customer agrees to directly connect with the Company. Thereafter, the discount will apply on a monthly basis against the rates then in effect.

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**INTRASTATE ACCESS SERVICE****SECTION 5 – SWITCHED ACCESS****III. 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:

**A. 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.IV.D.

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.

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**INTRASTATE ACCESS SERVICE****SECTION 5 – SWITCHED ACCESS****IV. 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:

- A. **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.III.K, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the interstate charges is set forth therein.
- B. **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.
- C. **Design of Switched Access Services:** It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

**V. Switched Access Rates**

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.

- A. **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.
- B. **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.
- C. **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).



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INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

VI. Application of Rates

- A. 800 Number Translation Charge: The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

VII. Billing of Access Minutes

- A. 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.

- B. If another LEC tandem is used to complete the calls to/from an IXC, then billing will be provided based on MECAB. The billing percentage to apportion the billing of tandem switching transport rates and miles, and remaining rate elements will be billed by the LEC that provides that portion of the Switched Access Service.

INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

VIII. Rates and Charges

	<u>Rate</u>
A. Local Switching Charge	
a. Originating, per minute of use	\$0.012065
b. Terminating , per minute of use	Note 1 <b>(R)</b>
B. Tandem Switching Charge, per minute of use	
a. Originating, per minute of use	\$0.005000
b. Terminating, per minute of use	Note 1 <b>(R)</b>
C. Tandem Switching Transport Termination, per minute of use	
a. Originating, per minute of use	\$0.000293
b. Terminating, per minute of use	Note 1 <b>(R)</b>
D. Tandem Switching Transport Facility, per minute of use	
a. Originating, per minute of use	\$0.000029
b. Terminating, per minute of use	Note 1 <b>(R)</b>
E. Common Transport Multiplexing, per minute of use	
a. Originating, per minute of use	\$0.000358
b. Terminating, per minute of use	Note 1 <b>(R)</b>
F. 800 Database Query Charge:	
Basic Query, per query	\$0.003500
Vertical Query, per query	\$0.003665
G. Primary Interexchange Carrier Change Charge:	
a. Change to IntraLATA or InterLATA PIC as separate orders	
1. For each manual change	\$5.50
2. For electronic change	\$1.25
b. Changing the IntraLATA and InterLATA PIC at the same time:	
1. For Manual change	\$2.75
2. For electronic change	\$0.62

**(N)**  
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Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link <http://fjallfoss.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/mainmenu.hts>.

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INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

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INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

IX. Voice over Internet Protocol – Public Switched Telephone Network (“VoIP -PSTN”) Traffic

- A. This section governs the identification and treatment of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement.
- B. Company will bill and collect interstate switched access rates on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service.<sup>1</sup>
- C. Intrastate VoIP – PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 1.
- D. A Customer delivering traffic to Company will identify the percentage of traffic that is VOIP – PSTN Traffic (“Percentage VOIP Usage” or “PVU”) and will provide a traffic study, actual call detail or similar analysis that is subject to audit. If a Customer fails to provide this information, Company will assign a default PVU equal to zero. The PVU factor will be applied to the intrastate minutes of use. The resulting minutes will be rated at the interstate rates.
- E. The Customer may update the PVU factors quarterly. The Customer shall submit such updates no later than the 15th day of January, April, July and October of each year. Revised PVU factors must be based on data for the prior three months ending the last day of December, March, June and September respectively. The revised PVU factors

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<sup>1</sup> See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

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INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

will be used for future billing and will be effective on the bid date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or backbilling will be done based on the updated PVU factors. The PVU factor will be billed beginning on December 29, 2011

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F. Auditing Procedures:

- a. If the Company questions the information provided by the Customer to justify its PVU, the Company will send a letter to the Customer (by certified US Mail, return receipt requested) requesting that the Customer contact the Company to discuss and explain their report within thirty (30) days of the Company’s request.
- b. If no response is received from the Customer, the Company will send a letter to the Customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in D., preceding, used by the Customer to substantiate the most recent PVU percentage. The requested information must be submitted by the Customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the Customer submits the work papers and summary as requested in b., the Company will review this information within thirty (30) days after receipt of the Customer information.
- d. If after review of the documentation, the Company and the Customer establish a revised PVU, the Company will begin using that percentage with the next billing period prospectively.
- e. If the Company and the Customer do not establish a revised PVU, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the Customer, the Company will begin the auditing procedures as set forth in g., following.
- g. When the jurisdictional PVU is disputed, the Company may request an audit. The audit procedures and responsible parties for payment of the audit expenses will be determined as follows:

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INTRASTATE ACCESS SERVICE

SECTION 5 – SWITCHED ACCESS

- If the Company and the Customer mutually agree upon an independent auditing firm and the parties agree to equally share in the payment of audit expenses, both the Company and the Customer will be bound by such an agreement; or
  - The Customer may select an independent auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent auditing firm and pay all the expenses.
  - Once completed, if the Company and Customer audit differs, the company shall continue to utilize the most recent undisputed PVU factors until the dispute is resolved.
- h. The Company will adjust the Customer’s PVU based upon the audit results. The PVU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the Customer may report a revised PVU pursuant to E., preceding. The Company will implement the revised PVU in the next billing period or next quarterly report date, whichever is first.

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****I. General**

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

**A. Ordering Conditions**

All services offered under this tariff will be ordered using an ASR. 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.

If another LEC tandem is used to complete the calls to/from an IXC then all information necessary for billing, ordering and design coordination will be provided based on the standards in MECAB and MECOD to ensure jointly provided Access Services are installed, tested and turned up in a timely manner.

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.

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INTRASTATE ACCESS SERVICE

SECTION 6 – ORDERING OPTIONS

I. General (Continued)

B. Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

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 6.II.B.2 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.

II. Access Order

- A. Access Order: An ASR is required by the Company to provide a Customer with both Switched and Special 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 6.II.F 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.



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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****II. Access Order (Continued)**

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.

**B. 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:

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.
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.

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS**

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.

- C. 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 Special Access Service Channels, 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.

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 31<sup>st</sup> 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 6.II.F following.

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****II. Access Order (Continued)**

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 6.II.F. following, are in addition to any Service Date Change Charges that may apply.

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.

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.

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****II. Access Order (Continued)**

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 6.II.F following.

**D. 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 31<sup>st</sup> 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 6.II.F 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.

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****II. Access Order (Continued)**

E. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

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;
  - f.) A change in type of Special Access Service Channel Termination;
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.

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

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

F. 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

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INTRASTATE ACCESS SERVICE

SECTION 6 – ORDERING OPTIONS

II. Access Order (Continued)

F. 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

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**INTRASTATE ACCESS SERVICE****SECTION 6 – ORDERING OPTIONS****II. Access Order (Continued)****G. Charges**

	<b>Non-Recurring Charge</b>
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:	
First Line or Trunk	\$409.32
Each additional Line or Trunk	\$40.34